



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, JUNE 13, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

3. MAYOR'S AWARD

4. PRESENTATIONS:

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held May 23, 2016
2. Regular meeting held April 11, 2016
3. Regular meeting held February 8, 2016

B. PURCHASING ITEMS:

1. Purchase of new Supervisory Control and Data Acquisition (SCADA) software system for the water, waste water, and gas utilities.
2. Purchase request for services related to the installation, implementation, and configuration of new SCADA system software to Vyper Automation, LLC under an existing master agreement.
3. Resolution of the City Commission of the City of Leesburg, Florida approving the Final Ranking of Firms responding to Request for Qualifications 160263 -

Architectural Services for the West Leesburg Neighborhood Resource Center; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida approving acceptance of the proposal submitted for Request for Proposal 160372 Splash Pad Design Build and directing staff to negotiate with the sole respondent Wiseman Ventures; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from GRE Properties Leesburg, LLC, to the City of Leesburg, Florida, for property located in the vicinity of Edgewood Avenue and S. Chester Street, Leesburg, Lake County, Florida; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Annette M. Bumbarger, to the City of Leesburg, Florida, for property located at 1106 Seminole Avenue, Lake County, Florida; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a Utility Easement from Cynthia L. Hawthorne, to the City of Leesburg, Florida for property located at 502 S. 12th Street, Lake County, Florida; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a month-to-month lease agreement with DRJ Silver Lake Holdings, LLC, for real property located at 9020 US Highway 441; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a fixed unit price agreement with Osmose Utilities Services, Inc. for the inspection and treatment of wood utility poles; and providing an effective date.
6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to create three positions; an Office Specialist, Administrative Assistant I, and a Building Inspector II in the Building Permits Fund; and providing an effective date.
7. Resolution of the City Commission of the City of Leesburg, Florida relating to the provision of Fire Protection Services, Facilities, and Programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year beginning October 1, 2016; Approving the rate of Assessment; Approving the Assessment Roll; and providing an effective date.
8. Resolution of the City Commission of City of Leesburg, Florida authorizing signatories as required by Ameris Bank to honor all checks, drafts, or other orders for

payment of money drawn in the name of the City of Leesburg; providing a sample of said individuals signature; and providing an effective date.

9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract between the Leesburg Community Development Corporation, Inc. and the City of Leesburg for donation of properties located at 1112 West Line Street, 1102 East North Boulevard, and 413 Perkins Street; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. Selection of Voting Delegate for Florida League of Cities

B. Resolution Authorizing the Issuance of the City's not to Exceed \$8,330,000 Electric System Refunding Revenue Note, Series 2016 to Refund all of the City's Outstanding Electric System Refunding Revenue Note, Series 2013

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Miscellaneous Accounts Receivable Customers with City Attorney

B. Expected Write-offs as of March 2016

C. Report of Receipts and Disbursements by Fund March 2016

D. City Manager Contingency Fund

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, MAY 23, 2016**

The City of Leesburg Commission held a regular meeting Monday, May 23, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Dan Robuck
Mayor Jay Hurley

Commissioner Elise Dennison was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Abraham Conner gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

PROCLAMATIONS: None

MAYOR'S AWARD:

Mayor Hurley presented the Mayor's Award to Joseph Goguen for his outstanding service working to get unwanted animals adopted.

PRESENTATION:

COMBAT WOUNDED PARKING SIGN

Lt Col US Army Retired Bill Gearing representing the Lake & Sumter Counties Chapter of the Military Officers Association of America (MOAA), and Cadet Nigel Griswold with the Leesburg High Jr ROTC presented a Combat Wounded Warriors parking sign to the city.

CONSENT AGENDA:

Item pulled for discussion:

5.C.3 - Create Code Enforcement Administrative Assistant 1 position

Commissioner Bone moved to adopt the Consent Agenda except for 5.C.3 and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:

MINUTES OF THE CITY COMMISSION MEETING MONDAY, MAY 23, 2016

CITY COMMISSION MEETING MINUTES:

Regular meeting held October 12, 2015

Regular meeting held May 9, 2015

RESOLUTION 9797

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment No. 2 to an existing professional services agreement with Moore, Stephens, Lovelace, PA extending the term of the agreement for financial audit services; and providing an effective date.

RESOLUTION 9798

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an annual fixed unit price agreement with Otto Environmental Systems (NC), LLC for 95-gallon poly mobile refuse containers; and providing an effective date.

RESOLUTION 9799

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Cardiff Construction for the construction of a restroom building in Berry Park not to exceed \$117,099.00; and providing an effective date.

RESOLUTION 9800

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Supplemental Joint Participation Agreement #2 with FDOT for the Taxiway "A" Extension and Seaplane Ramp Project; and providing an effective date.

RESOLUTION 9801

Resolution of the City Commission of the City of Leesburg Florida, authorizing the Mayor and City Clerk to execute an Agreement with Florida Gas Transmission Company LLC, for Firm Transportation Service; and providing an effective date.

RESOLUTION 9802

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager to adjust the paygrade on the Street Supervisor position from a 123 to a 127; and providing an effective date.

RESOLUTION 9803

Resolution of the City Commission of the City of Leesburg, Florida, approving an Interlocal Agreement with Other Governmental Participants for the purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants; Providing for an Effective Date.

RESOLUTION 9804

Resolution of the City Commission of the City of Leesburg, Florida, approving an Interlocal Agreement with Lake County, Florida regarding Hosting Professional Fishing Tournaments at Venetian Gardens; and providing an effective date.

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**ADOPTED RESOLUTION 9805 AUTHORIZING THE CITY MANAGER TO
CREATE A CODE ENFORCEMENT ADMINISTRATIVE ASSISTANT 1
POSITION**

Commissioner Bone introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER TO
CREATE A CODE ENFORCEMENT ADMINISTRATIVE ASSISTANT
1 (POLICE DEPARTMENT) POSITION; AND PROVIDING AN
EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Christian stated he sees where more cases are being filed, but has concerns about adding a position in the middle of the year when the budget process starts in July. He would prefer to wait until the next budget cycle to really evaluate the need of this position.

Mayor Hurley stated he spoke to the Chief and right now one of the biggest problems is the two Code Enforcement officers are spending so much time doing the administrative side paperwork that it is really becoming hard for them to a) go after cases pointed out, and b) do the follow up required in the field. This is a hope to be able to allow them to really complete what they are already doing. His push for this is to find out if another code enforcement officer is needed because the biggest problem we are finding is they go out, they make initial contact, they start the paperwork but it just gets lost and then there is no follow up. Also, right now the Chief's secretary is doing paperwork trying to help them out.

Commissioner Christian stated his concern is if we are doing code enforcement to push people to compliance or are we doing code enforcement to create large fines to try to take people's property or racking up large fines on a Leesburg resident who may not have the financial means right now. Now if they live out of town and just do not care, that is a different story, and not sure how many of those we have in the community, but he would like to see code enforcement get people into compliance. He sees the properties; it is all throughout our city.

Commissioner Bone asked if there is no dedicated administrative staff to process the paperwork.

Mayor Hurley stated no, right now the Chief's secretary is doing paperwork trying to help them out. He is not trying to rack up big fines and every time he sends something he tries to do a follow up because he is like why is nothing happening and the response he receives is usually we are trying to get to it, we just have not had the time to get to it. He thinks code enforcement really is more about working on the blight affecting the city as a

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whole trying to bring up property values, trying to bring up the neighborhoods, and trying to get people into compliance.

Commissioner Bone agrees and stated he did not know the Chief's assistant was doing the paperwork and there is a lot of paperwork to be done even when they are working with home owners to come into compliance. But even in doing that, you do reach a point where you have to give notice of violation, have to follow up setting them for the hearing officer or removing them, and maybe give a second notice of continuance, so it does involve a lot of paper work and they had 400 cases last year and are on pace for 800 this year; that is a lot of work. He does not have any impressions at all that our code enforcement is out there trying to fine people.

Commissioner Christian stated he has dealt with code enforcement and knows the paperwork and agrees it is a lot of work. H is just not excited about bringing a new position on in May, almost June, and budget starts in July and he would have the same concern if it was the Fire department, or Public Works. His concern is not about paperwork, not about this department, because he understands our two officers are generating more paperwork and he knows code enforcement does a good job working with individuals. His issue is it is May 23 and we are going to bring a new position on when we start budget in July.

Commissioner Robuck stated he is not necessarily opposed to the idea of having an assistant, but does share the concerns about doing it in the middle of a budget cycle. Furthermore, he feels that until we get a Magistrate who is going to affectively enforce our rules, he really does not see the need to dump more money into this if we are going to let people off. He feels that we really need to evaluate this whole process and we do not have unlimited resources so he would like to see us discuss increasing resources to code enforcement at budget, discuss all those issues and determine how we are going to address it as opposed to doing a stop gap measure right now. He might be okay with this at budget, but would rather work out the whole thing.

Commissioner Christian asked when the budget starts, June or July.

CM Minner stated staff wise right now and will probably have drafts of the budget wrapped up in the next month. The Commission will get into it June or July.

Commissioner Bone stated in his experience when code enforcement requires additional staffing, it is not just the code officers, but it does require an assistant be involved. If the Chief's assistant work is doubling up and we are expecting to increase our code enforcement presence, then we have to have the pieces in place. He agrees there may be other things needing to be addressed at the same time, whether the hearing officer, a citation process, but at the same time thinks the city has been neglected to long from a code enforcement standpoint to wait until everything is figured out. He is okay with doing this if the Chief says he does need some help right now to cover these things.

Mayor Hurley stated right now code enforcement officers are motivated, working hard, and he does not want them to think for a minute that the Commission does not want to support them and then they just back off. He does not know that would happen, but does know human nature sometimes tends to lean that way.

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CM Minner stated from a financial standpoint, the Commission knows the last thing he likes to do is add people to the budget, but there is the money in the budget for this. The Chief asked about 90 days ago for us to start looking into this. There are open positions and sworn officer positions that gives the flexibility to do this and we are in the process of starting 17 now. This is a primary goal the Commission wants to tackle with code enforcement. If he did not feel comfortable that we could not afford it or that it was going to be a logistical problem financially, he would not have brought it to the Commission.

Captain Max Parker stated it would help a lot if they had an administrative position to assist the officers.

Commissioner Christian asked Captain Parker to walk us through a case. If a complaint comes into code enforcement the officer generates the paperwork to generate the case, they are going out, they are coming back to the office and doing a lot of the leg work now or how does that work.

Captain Parker stated they actually do not need to come back to the office, they can call in and the administrative assistance goes ahead with the paperwork and has it ready for them. When they go out initially for initial contact we do send a courtesy letter to the person trying to get the property back into compliance. If not back in compliance then we go back out and that is when the violation starts, and it comes before the Magistrate if needed. Sometimes it is one step, sometimes four or five different steps that they have to do in order to get a person in compliance. Officers work with the citizens trying to make sure it is not brought before the Magistrate.

Commissioner Bone stated 800 cases are a lot to have open, keep track of it and deal with at one time. They need to know where they are at in the process, which ones currently working with, which ones going to hearing, and which ones to send a violation to or continuance to. From a legal perspective, he stated these code enforcement cases do require the paperwork to be in order, especially when presented to the hearing officer or if it is appealed.

Commissioner Robuck asked where are we on the Magistrate issue. CM Minner stated he still has not gotten in touch with the Magistrate.

Commissioner Robuck asked at what point are we doing the paperwork if the Magistrate is going to say just pay \$50 and it is okay. Now we just wasted all this time and money.

CM Minner stated they are separate issues, because before it even gets to the Magistrate it is about processing and about getting the code enforcement paperwork done. We could have the greatest magistrate in the world, but if staff is not getting the paperwork into that system, then we have a problem. We need to be able to function administratively, need to be able to function in the field, and that issue comes even before the special magistrate issue. He appreciates the Commissioner's comment, but does not think that affects this case; the need for the administrative support.

Commissioner Robuck stated if all the paperwork is done and no one acts on it, then that does affect it.

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Commissioner Bone stated if 75% of the cases get resolved before going to the hearing officer, you still have to process that 75% of the cases. Most people are going to comply, they just need a little time and some pushing to get it done.

CM Minner stated it is basically where you put the buzz saw; chopped at the beginning or the end of the process. Right now we are getting chopped on both sides, but the one side we can control because we are not processing as fast as we want. He would say maybe 15% of the cases ultimately written up actually get to the special magistrate.

CA Morrison stated he would be surprised if it was as high as 20%. They write up a tremendous number of cases, but not that many actually get to the magistrate.

Commissioner Robuck asked of the mentioned sworn officer vacancies, are you planning on not filling all those.

CM Minner stated no, and to clarify the Code Enforcement staff is in the Police department, but they are not sworn officers; they are general employees. As far as the officer positions, there are 65 budgeted sworn officer positions and he believes at this time 59 or 60 are filled. The Chief has been extremely selective in terms of recruitment, wanting to ensure that we bring in the brightest and the best. By the end of the fiscal year not all those positions will be filled; that allows us to shift some money around internally.

Commissioner Robuck stated so you plan on keeping all those positions and adding this as an additional position next year.

CM Minner stated yes. Right now on a staff level, the general fund, in its initial draft is about \$100,000 out of balance which is not a crazy number, and it includes this additional position.

Commissioner Robuck asked if that is with no ad valorem increase and CM Minner replied correct, trying to get the roll back.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the resolution.

ADOPTED ORDINANCE 16-25 AMENDING SECTION 25-283 TO ALLOW SIDEWALK CAFE EXTENSION DEVELOPMENT IN THE CENTRAL BUSINESS DISTRICT

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
AMENDING THE CODE OF ORDINANCES CHAPTER 25, ARTICLE
IV, ZONING, SECTION 25-383 ESTABLISHING STANDARDS FOR
SIDEWALK CAFÉ DEVELOPMENT AND SEATING IN

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DOWNTOWN LEESBURG; PROVIDING A SAVINGS CLAUSE;
REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN
EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Bone stated he would like to see there be some flexibility, rather than just having to be fencing around the deck between the street, that there be some flexibility to follow some of these other concepts out there; whether plantings, planter boxes, or whatever so it does not just have to be an aluminum, rot iron looking fence.

Development Review Coordinator (DRC) Adrian Parker stated it will come in as the design standard. If they chose to add the planters or fencing, at the moment it would not be required, because of the design that went forward with the D-type curb. At the Commission's workshop, it was the Commission's suggestion under item number 8 Maintenance and Removal, to strike 8.B Removal, numbers i through iv, as those stringent restrictions whenever a business closed, because it was felt that if it remained it would help bring in more clientele. He stated also if the business was not open the city would maintain it and still utilize that café area. The reason wording was left in was because we went directly to second reading so it went out with the same notice. If it is still the will of the Commission to remove that, that would need to be addressed tonight.

Commissioner Robuck stated he certainly would like to see the removal portion done away with because he worries while it would be ideal, no building owner is going to let their tenant do this because they know what happens if the business goes out of business. It is going to fall back on the building owner and we will not have any sidewalk cafes especially since we are making them make such substantial build outs.

Commissioner Christian asked if he is recommending to take out the whole part and Commissioner Robuck replied yes.

Commissioner Robuck moved to amend to remove 8.B Removal, i through iv, and Commissioner Christian seconded the motion.

Commissioner Christian asked why the city would utilize the café area.

DRC Parker stated it was suggested that if the business was closed at that time, it would revert back to public right of way and public usage. So a vendor during a Saturday morning market or Bikefest or any type of downtown event with that café area there, it would still allow aesthetic value for people to place seating or anything like that during a downtown event.

The roll call vote on the amendment was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

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Four yeas, no nays, the Commission adopted the amendment.

The roll call vote as amended was:

Commissioner Bone	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-26 INCORPORATING NEW PARCELS INTO THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CAVER HEIGHTS/MONTCLAIR AREA

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, INCORPORATING NEW PARCELS INTO THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS / MONTCLAIR AREA (“CRA”); ESTABLISHING THE BASE YEAR FOR DETERMINATION OF TAXABLE VALUE OF THESE NEWLY ADDED PARCELS AS THE TAX ROLL ADOPTED FOR TAX YEAR 2015, WITHOUT AFFECTING THE BASE YEAR FOR DETERMINING TAXABLE VALUE OF PARCELS PREVIOUSLY INCLUDED IN THE AREA OF THE CRA; PROVIDING THAT TAX INCREMENT REVENUES DERIVED FROM THE INCLUSION OF THE NEWLY ADDED AREAS WITHIN THE CRA BE DEPOSITED INTO THE ALREADY EXISTING REDEVELOPMENT TRUST FUND INTO WHICH REVENUES FROM PARCELS ALREADY INCLUDED IN THE CRA HAVE BEEN AND ARE CONTINUING TO BE DEPOSITED; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

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ADOPTED ORDINANCE 16-27 AMENDING ORDINANCE NO. 15-49, PERTAINING TO THE REDEVELOPMENT AGENCY FOR THE US HIGHWAY 441 & 27 AREA, TO SPECIFY THE BASE YEAR FOR COMPUTATION OF THE TAX INCREMENT REVENUES ON PARCELS OF REAL PROPERTY WITHIN THE CRA

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 15-49, PERTAINING TO THE REDEVELOPMENT TRUST FUND OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA ("CRA"), TO SPECIFY THE BASE YEAR FOR COMPUTATION OF THE TAX INCREMENT REVENUES ON PARCELS OF REAL PROPERTY WITHIN THE CRA SHALL BE THE TAX ROLL ADOPTED BY THE PROPERTY APPRAISER OF LAKE COUNTY, FLORIDA, FOR TAX YEAR 2015; PROVIDING ORDINANCE NO. 15-49 SHALL OTHERWISE CONTINUE IN EFFECT AS ADOPTED TO THE EXTENT NOT IN CONFLICT WITH THIS ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: Nothing tonight.

CITY MANAGER ITEMS: Nothing tonight.

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Bone offered congratulations to the downtown restaurants and he looks forward to seeing these. He asked on the Poe Street case, if there is still a pending case as he sees that Lake Nissan is or has changed hands to Jenkins. He wondered if they still need that. **CA Morrison** stated yes, one of the residents filed an appeal. He spoke

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briefly to Greg Beliveau at an event the other night and apparently they do still want it. **Commissioner Bone** stated it was just a thought that maybe they did not need it and it could possibly go away.

Commissioner Christian thanked the City Manager for moving the neighborhood center project forward and he looks forward to the architectural design. He asked as to the Beverly Shores property, if possibly staff could get together with Commissioner Bone and some of the residents to come up with a conceptual plan on what we actually propose for that property. He rode out there and noticed there are some rickety structures in the water, which for him create a liability issue, so asked maybe staff could come up with the price on tearing those down or fixing them up. **CM Minner** stated the city has not yet closed on that property and is still in the process of doing its due diligence. This involves issues such as Phase 1 environmental, which we do not think there is going to any issues, completing a survey, and the fair market value appraisal. We are completing those issues and getting organized now on the immediacy of the demolition of those old structures. He does anticipate we will close on it shortly, but will start with the conceptual plan. **Commissioner Bone** stated he has been stopped by several people in the neighborhood already and they have ideas, nothing major, just real excited, on some ideas of different things they would like to do. He is sure they would be happy to meet with staff to put something together. **Adrian Parker** stated as a citizen of Leesburg, he has actually been out there fishing and has talked several of the neighbors and stated the neighborhood is in full support of this. They are actually starting to get a group together to possibly do an adopt a park or something so when the city does proceed forward, we may actually have a community that is willing to go out and volunteer their time and effort to be able to help us with that park. **Commissioner Christian** asked if there is a big alligator out there. **Mr. Parker** replied there are three.

Commissioner Robuck stated when talking about parks, going forward he thinks it would be nice if Leesburg had at least one more dog park. The one out by the airport stays pretty crowded, so it would be nice to have some more, maybe more centrally located. As to the updated fishing tournaments, he asked when they would be able to get a report on the feasibility of putting in additional ramps and docks for the tournaments. **CM Minner** stated he would like to make that part of the Venetian Gardens Phase 2. He is actually going to work with the consultant to bring the Commission a conceptual plan laying out all the details of the things we need to do; community center issue, trying to find pool issue, the dock issues, re-nourishment of the beach, and the boat ramp. He wants to get some prices identified, put together a phasing schedule and his goal is that in the next 60 to 90 days we plan out financially and phase wise what those next improvements are going to be and then budget those for FY 17. We will not have the docks ready by this event coming up February March, but it will be soon to follow. –

Mayor Hurley stated he received another Atta-boy for the Marina. On Saturday apparently there were a lot of people out, the weather was good, many boats out, people getting fuel, and things of that nature. He received a text message from someone saying wow, you guys have really turned that around; it is working great. He asked that this please get passed on to Travis and to the gentleman who was working Saturday for making us look good and bringing up the opinion of the public.

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ADJOURN:

Commissioner Bone moved to adjourn the meeting. The meeting adjourned at 6:14 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, APRIL 11, 2016**

The City of Leesburg Commission held a regular meeting Monday, April 11, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Bone gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS:

Mayor Hurley read proclamation declaring the week of April 10 – 16, 2016 as “National Public Safety Telecommunicators Week.” Police Captain Parker accepted the proclamation.

MAYOR’S AWARD:

Mayor Hurley presented the Mayor’s Award to Mrs. Agnes Berry for her “Outstanding Community Service.”

PRESENTATIONS:

CAFR Review by MSL:

Joel Knopp, Audit Manager, for MSL stated the city’s financial audit for Fiscal Year ending September 30, 2015 went well and there were no findings.

Commissioner Dennison asked that her name be spelled correctly. She also asked if the geographical data information could be updated. Finance Director (FD) Bill Spinelli stated those would be corrected.

Commissioner Robuck asked about procedural improvements; noting there were no recommendations last year or this year on things to change. He asked if the auditors have been making any informal procedural recommendations or are just completely happy with our procedures.

Mr. Knopp stated yes, as they go through the testing areas, if there are things they think can be improved they discuss those with management, but as far as needing a formal higher level of recommendation they do not. Generally, if a recommendation is made and it is not changed, nothing is done about it, then they would consider maybe formalizing it the following year so that it would be addressed.

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CONSENT AGENDA:

Commissioner Christian moved to adopt the Consent Agenda and Commissioner Bone seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES: None

RESOLUTION 9763

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Bill 2 Pay LLC to provide utility payment processing services; and providing an effective date.

RESOLUTION 9764

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Zabatt Power Systems to furnish and install an emergency back-up generator at the Turnpike Waste Water Treatment Facility for an amount not to exceed \$88,163.00; and providing an effective date.

RESOLUTION 9765

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Task Order 3 with DRMP, Inc.; and providing an effective date.

RESOLUTION 9766

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Task Order 4 with DRMP, Inc.; and providing an effective date.

RESOLUTION 9767

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Paqco, Inc. for the Rogers Park Kids Korner Site Work for an amount not to exceed \$174,500.00; and providing an effective date.

RESOLUTION 9768

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Supplemental Joint Participation Agreement with FDOT for the Apron Expansion Project; and providing an effective date.

RESOLUTION 9769

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Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with C.W. Roberts Construction, Inc. for the Airport Apron Expansion Project for an amount not to exceed \$414,490.00; and providing an effective date.

RESOLUTION 0770

Resolution of the City Commission of the City of Leesburg, Florida, re-appointing Amy Painter as the representative to the Lake County Arts and Cultural Alliance with term expiring July 31, 2018; and providing an effective date.

ADOPTED ORDINANCE 16-21 AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES PERTAINING TO SPECIAL EVENTS

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; PERTAINING TO SPECIAL EVENTS; PROVIDING LEGISLATIVE FINDINGS; AMENDING CHAPTER 26, SPECIAL EVENTS, REVISING THE DEFINITION OF EXTENSION OF PREMISES, AMENDING SECTION 26-23-1, COST RECOVERY FOR THE EVENT ORGANIZER, AND ADDING SECTION 26-22(f), A PROVISION FOR REVOCATION OF AN EXTENSION OF PREMISES PERMIT, PROVIDING FOR CONFLICT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Bone stated he is curious as to the verbal warning. If there is a violation and a person is given a verbal warning and it continues, that if after 90 minutes they can be ordered to stop. He asked how can we do that?

CA Morrison stated the problem the city has had for years with Bikefest violations is that ordinarily you have to give a much longer notification in writing and by the time you find the right person to give that to and the time passes, then Bikefest is over. Nothing ever happens to the people who set up and operate illegally or do not meet their permit requirements and this was an attempt to create a mechanism whereby if someone is observed violating, they can be notified verbally and given a short time to cure. One of the things, that is the example most offered, is somebody with an extension of premises alcohol permit that is not policing people leaving their premises with bottles, cans or cups, whatever. They are supposed to keep them inside their fence or are supposed to have a barrier and people do not put them up.

Commissioner Bone stated he just assumed there was some authority elsewhere in our codes that allows this would be a code violation that is enforceable immediately. That is why he brought up at our last meeting about the citation procedure that would issue citations that then go to court. He asked if there is a provision in the code to allow this.

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CA Morrison stated no, this is a brand new provision, never been tried before, but as he mentioned last time, the other procedures are not working. The court process does not work because the city has to pay for a prosecutor and it takes weeks to get them in court and by that time Bikefest is over.

Commissioner Christian asked if after that 90 minutes, staff says terminate, they say no, are we then at that point arresting people.

CA Morrison stated you would have to for violating the directive of the Police as they have already been found in violation of their permit, or not having one.

CM Minner stated in the spirit of full disclosure, the City Attorney has given his legal answer, and he will give an administrative management answer. He stated some of the issues that have developed during Bikefest are two fold, specifically to last year and a couple years as it has grown. First, through the window sales (#throughthewindowsales), is where a business proprietor downtown sells from their property beer to a patron, but then that patron goes outside their premises and consumes their beer. Under the umbrella of Bikefest, that is a legal act because the city lifts its open container law and the Police department has advised they cannot patrol that issue, so if the city is going to lift the open container law our forces then need to be focused on making sure people are consuming alcohol properly; so to speak, in the party zone. We do not have the resources then to police businesses which might have legal issues, so we felt the Police need to focus on the bigger issue which is making sure that the crowd is safe and making sure people get in and out. The second issue is that some businesses may or may not conduct other activities off their premises; example would be Fred's will sell T-shirts somewhere else than Fred's shop or one of the establishments that sells beer and alcohol may sell off their premises on a different spot. Joe Shipes, from the Partnership, addressed these issues with him and he has talked to the Commissioners individually about these issues. It is the offsite issue that this ordinance aims to try to curb and to do that the ordinance does two things: First, the ordinance tries to give more enforcement rules, which Commissioner Bone you tackled. Essentially, the opinion of the Police Chief is that under current code, and especially this code, we really do not have the ability to issue any type of punitive muscle if someone is in violation of a special events permit, because the existing code provides them with a 48 hour remedy. We give them a verbal warning, they have 48 hours to remedy the situation, and in 48 hours, whether Bikefest or some other event, it is over before we have the ability to do anything. The first thing this ordinance does is it remedies that by saying giving 90 minutes to come into compliance, and in his and staff's opinion that 90 minutes then provides us the ability to shut somebody down, arrest them or do whatever is needed to stop the event that is in non-compliance with the special event regulations. Whether then that is legally challenged later on is anybody's guess, but he thinks from a management standpoint it addresses that. The second major modification of the ordinance is it changes the financial mechanism of where that money goes. At the last meeting, the City Commission approved a resolution that established the special event fee permit amount that is based on the square footage of the party zone divided by what the Partnership says is their costs and we come up with an amount, so that when somebody wants to have a special event permit, which would be doing something that they are not ordinarily zoned to do off of their premises, they are permitted to do that if they pay the special event fee. As it is written now, that special event fee goes to the Partnership. In conversation with Mr. Shipes, Mr. Shipes' opinion

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was to just get people to pay the fee, give the city what it needs to be able to enforce these type things, and if that special event fee needs to come to the city, the Partnership represented they were okay with that. So, this ordinance changes that mechanism to have those special event fees come to the city. That is the mechanism, the philosophy behind this.

CM Minner stated in more detail, he will say that there is a specific business which seems to have this issue and this business, however; upon examination is properly licensed and under their existing permits is properly licensed to sell where they sell from. Because of that he will not be instructing the Police Chief to stop that sell and the Partnership is aware of this. He thinks this modification is still a good one and does not think it will specifically work for the intent the Partnership wanted, but he still thinks the Commission does need to approve this item. It does provide the city with some muscle to make sure that if we have an issue where the special events process is not being applied correctly, does give us some lead way to do that. Having said all that, he does not foresee that this ordinance, if approved or not tonight, will have any bearing on the operations of Bikefest coming up.

Commissioner Bone stated he is supportive of the intent, he just does not want to see anyone get arrested because they violate this and continue to do so after they have received their verbal warning. He is uncomfortable with that and would be more comfortable with the citation procedure being in place where they can be fined and have their due process.

CM Minner stated he does not foresee in the future that this will get to the extent where an arrest would need to be made. By making this ordinance change, it gives the city the preemptive ability to know who is coming in with a special event, they know they are paying us, and we can address that special event use prior to the permit even being issued.

Commissioner Christian hopes we are not out there aggressively trying to throw people in jail. He thinks most people who come to Bikefest come to have fun, the vendors come to make money, and if you just invested five to six thousand dollars into material, food, whatever, the last thing you want is someone knocking on the door and saying go home. People see this event as a revenue generator and they want to be a part of Bikefest, so he just hopes when we are out there engaging with people who come visit our city, or especially residents, that we just kind of take all that into consideration. He has seen every year another problem or issue, so he is excited to hear let's make sure everybody stays safe as opposed to trying to irritate somebody off selling hot dogs down the road.

Mayor Hurley stated he thinks this is one of the problems where sometimes our close associations and friendships kind of make us a little bit leery of action but we are sitting here in a Commission meeting right now saying we want to pass an ordinance but we are not going to put any teeth in it; why pass it. The idea behind this is if the guy has a barber shop on Main Street, he does not want to pay for a permit and he is going to go out there and sell beer for 99 cents. The Police department is going to tell him he cannot sell beer, he does not have a permit, not licensed, but he does not stop and so now why even send them out there, the officers are just going to look like idiots because they have no teeth behind this. The whole thing is, and we will not use the business names, but if somebody is selling beer, even if they are licensed to sell beer, but they are not keeping it

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within their quadrants or their area of something of that nature, they have an ordinance violation. If somebody walks up to you and says stop doing that you are in violation and there is a law enforcement officer standing there, you have a choice to make and if they persist, why would this Commission not want to say we now empower the law enforcement officers to go to the next step. If a person persists on continuing a violation, then unfortunately there are going to be the consequences.

Commissioner Christian stated for him it is the barbershop guy who does business in Leesburg 365 days a year and for three days in that year cannot do business because he is pretty much shut down. If that property owner, who pays rent or a mortgage every month, wants his wife to do some sweet potato pies to sell out front for \$10 to the Bikefest customer to make money on those three days, but the city says we do not want you selling sweet potato pies so you can pay rent on the busiest day in Leesburg. But then tells him when Bikefest is over, we want you to stay in downtown Leesburg and do business.

Commissioner Dennison stated it is not just the barber, it is the hair dressers, it is everybody else in town. We have got to have rules.

Commissioner Bone stated he does not want anyone to go to jail because they are selling whatever.

Mayor Hurley stated that is inaccurate; it is going to jail because they failed to obey a lawful order of a police officer.

Commissioner Robuck thinks the big issue here is that people do not know about this permitting process and if that barber knew for a \$100 he can get a permit to sell whatever he thinks it would go through. There is the Downtown Leesburg Business Association, the Partnership, and the Chamber of Commerce, can we get our new PIO do a press release to distribute to everyone explaining the process and if you need a permit how to apply. Then if we find someone in violation, cite them, but make sure they know there is a permit so next year we do not run into the same issues; it is not that you cannot be here, just that you need to follow these rules to be here in the future.

CM Minner stated the issue at hand does exactly what the Mayor and Commissioner Dennison said, it provides the Police department more authority, more ammunition to enforce the code, however; the problem that comes in to play, as with any law, is the definition of that law they enforce. The specific issue the Partnership has is with a specific business in the community that sells beer and wine and the Partnership believes that sell is off their premises and that that business should have a special event permit; that is correct. However, upon investigating this in more detail, that business has shown they have a right to sell beer and alcohol from that location because under their State issued beer and wine license that lot is specifically mentioned; therefore, they do not need a special events permit. So, if the Police department then would take this ordinance and enforce that, that business has good legal ground to sue the city. The Partnership does not agree with that, so the issue is not over whether or not the city should pass this ordinance, the real issue he thinks and not speaking for the Mayor, but the real issue is how involved should the city get with enforcing alcohol sales from private businesses to the patrons of the Bikefest; that is the issue at hand.

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Mayor Hurley stated he is not confused about that company as you want to call it; if they have legal ground to sell beer, alcohol, and wine then no they are not going to get an ordinance violation because they have a legal right to sell it. For you to say we have this law, but you are going to tell the police not to do any arrest, why have this law? He thinks the issue became all these people would come down to get a permit from us with a promise they are going to go straight to the Partnership to pay the fee and then nobody paid. The city issued a bunch of permits that nobody paid for, so therefore the remedy to that was to have them pay us; issue solved. Now, we are saying from time to time we may run into an occasion where somebody is in violation, but let's just not say we are not going to allow the Police department to have any teeth. If writing an ordinance to give them teeth; give them teeth, but if not going to give teeth, just throw the ordinance in the trash.

Commissioner Bone stated it is the same as it would be for the guy selling carpet who pulls into the vacant gas station and starts selling carpets on a Saturday; he is doing it without a permit and he is violating our code by doing it. He is going to keep doing it until someone tells him to stop and then he may still keep doing it, but is not going to get arrested for it. He puts this in that category and thinks that is where the citation procedure comes into play because then you can cite the person for that.

Commissioner Robuck shares some of those concerns; whether it is too much or not enough, but he is okay with this. He trusts staff to handle this in an appropriate manner and feels after this discussion, staff understands if they do not, then this is going to come back up again.

Mayor Hurley stated if walking down the sidewalk, he sees a gross violation and calls the City Manager or the Police Chief to say we have a serious problem down here, asked is that problem going to be addressed or will it just be swept under the rug.

CM Minner stated if told Company A is violating ordinance 1 and in his opinion, he does not think Company A is violating ordinance 1, then he is not going to act on that. Now, in your opinion you may think he is throwing it under the carpet. However, if you say Company A is violating ordinance 1 and he looks into it and does think they are violating, then he will take action. At the end of the day, what the Commission pays him to do, and the Chief, is to enforce the ordinances and in so executing that mission, our opinions may differ. If our opinions differ and there is a disagreement on his interpretation of the ordinance, then he would expect you will be back before the City Commission explaining that he did not execute a directive or he let something go by the wayside that in your opinion was a violation of the city code.

Commissioner Dennison stated this ordinance is only for special events. Something seen at other times would fall under our standard ordinances.

Commissioner Christian stated he has been here many Bikefest and listening to the City Manager's dialogue, he is very familiar with the problem and it is not about selling water, not about selling pies, but it is about beer, liquor, and alcohol; that is what this is about. We have had this issue for years; this guy selling water for a dollar, he is in violation, someone selling pins for Bikefest, they are in violation, we can do that all day. His thing being at Bikefest is let's have a safe event. He wants the Partnership to make money, but also wants Leesburg residents, who live here, to also be able to benefit as well. We all

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support this city, so I have always been a proponent if you have a business downtown and you can make a dollar off Bikefest, I think you should legally. He stated the vendor in question went to the State and got the proper license, but this has been a five or six year fight that has been brewing every year. Every year we have different permits, have tried different things to manage the event and next year it will be something different. This is a big event and it does cause problems. He hopes we do not have these problems, that staff can go out and if find someone in violation, tell them the violation and people will say okay, pack up, and leave, but they will probably go down to the next block. He stated he trusts staff and just hopes they get to make good decisions, especially when 200,000 people visit your city that we are not throwing people in jail or having people grossly violate the ordinance.

Mayor Hurley stated we need an ordinance that allows us some teeth because every year it changes. He thinks the officers that responds are really the one who have to deal with this. He was just trying to be clear that he does not want to have it where an officer gets called, gets out there and then has to call the City Manager to interpret the Commission's ordinance.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE ANNEXING APPROXIMATELY 4.64 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROAD 44 AND WEST OF WHITNEY ROAD (TARR'S HWY 44 STORAGE, LLC)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.64 ACRES, BEING GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROAD 44 AND WEST OF THE INTERSECTION OF STATE ROAD 44 AND WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY

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COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (Tarr's Highway 44 Commercial, LLC Lodges, LLC).

Mayor Christian requested comments from the Commission and the audience.

Commissioner Bone stated he is looking at the bigger picture on 44 and coming from the Villages and Wildwood into Leesburg are we heading down the right path to start creating more commercial property in this area. Once we start on this path of putting industrial property in these areas, then it is less likely that the one next door is going to be a residential development and we lose that potential for developers to come in and build nice home sites in Leesburg. He stated he has a different vision of what he sees there and would like to have at least some other eyes look at it and say you know this could be a different gateway into the city rather than where this would path has us heading.

Commissioner Robuck stated he would have similar concerns if this had frontage and feels a little better that it does not have frontage on the road. He looks at the Villages and this is similar to what they have on Rolling Acres and Highway 466. It is RB Storage and warehouses and like it or not, with the Villages that close those people have a lot of toys and they have to store them somewhere. He does have a concern about the dump station for the RV park; there was a provision that they had a dump station but our current code of ordinances does not allow for that hook up to the sewer.

Senior Planner (SP) Kandi Harper believes there is a comment in the department memo that says they cannot have that there; it cannot attach to our sewer system.

Commissioner Robuck asked if the developer aware of that.

SP Harper stated she believes they are as they are present.

FIRST READING OF AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR APPROXIMATELY 4.64 ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY GENERAL COMMERCIAL (TARR'S HWY 44 STORAGE, LLC)

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 4.64 ACRES, BEING GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROAD 44, AND WEST OF THE INTERSECTION OF STATE ROAD 44 AND WHITNEY ROAD, LYING IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (Tarr's Highway 44 Commercial, LLC)

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Mayor Hurley requested comments from the Commission and the audience. There were none.

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 4.64 ACRES FROM LAKE COUNTY CFD TO CITY SPUD (TARR'S HWY 44 STORAGE, LLC)

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 4.64 ACRES FROM LAKE COUNTY CFD (COMMUNITY FACILITIES DISTRICT) TO CITY SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROAD 44, AND WEST OF THE INTERSECTION OF STATE ROAD 44 AND WHITNEY ROAD, AS LEGALLY DESCRIBED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Tarr's Highway 44 Commercial, LLC)

Mayor Hurley requested comments from the Commission and the audience. There were none.

ADOPTED RESOLUTION 9771 AGREEMENT WITH L7 CONSTRUCTION, INC. FOR THE CANAL STREET WWTF DEWATERING SYSTEM PROJECT

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH L7 CONSTRUCTION, INC. FOR THE CANAL STREET WASTEWATER TREATMENT FACILITY (WWTF) DEWATERING SYSTEM PROJECT FOR AN AMOUNT NOT TO EXCEED \$809,077.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

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Five yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 9772 AMENDMENT 2 TO THE SERVICES CONTRACT WITH GENERAL ELECTRIC (GE) COMPANY

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE THE 2ND AMENDMENT TO THE SERVICES
CONTRACT WITH GENERAL ELECTRIC COMPANY; AND
PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Dennison asked for an overview of what this is going to save the city from GE.

CM Minner stated essentially the city went back to GE and renegotiated another contract and what this contract does is actually reduce our cost; however, it also reduces some services. For the past year, year and a half now, Electric Director (ED) Patrick Foster and Information Technology Director (ITD) Tino Anthony have really taken the bulls by the horns, negotiated, and have been beating up on GE as best we can with some continued implementation problems that we have had as well as really examining all the services bundled into that initial contract. What this contract does is eliminate some web portal usage. One of the things we did when we advertised the Smart Grid Project and the GE Contract is we wanted to get our customers involved to get on the web to control their usage by viewing that on the internet so they could have a daily instantaneous report on their energy consumption and that system did two things: a) it was extremely expensive because of the software needed, and b) it did not get a whole lot of use. The second thing this contract does is removes some of the TOU, time of use rates. One of the other things the smart grid program did was said if you use your web portal to control your usage and shave your peak you can get on to a TOU type rate and then that TOU rate would also provide savings. However, that TOU rate was also weaved into some intricacies of the GE contract that as we move forward now, we really find that providing a TOU rate as we advertised, we really cannot do. We think our user demographics, based on consumption and on customer type, are not going to provide us the reduction in peak that would provide us a significant residential usage savings; so we advertised that incorrectly. We did see that type of reduction on commercial usage; however, that got restricted for two reasons; 1) FMPA, our wholesale provider, and 2) environmental issues that came about with running generators. Almost a week before we contacted Publix to say we need to get you off the peak shaving program, they came to us and said they wanted to be off the peak shaving program because of the notification they received from DEP and the cost they were going to have in reporting their emissions was going to surpass the savings from shaving the peak. So, by elimination of those two programs and beating GE up a little more on some of the other issues we have had with the contract, led

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to essentially those reductions you see. What that equals is an average over the life of the contract of a half million dollar savings a year, so essentially over the first amendment contract that was slated to be about 21.7 million dollars in expenses, we have reduced that to 6.3 million so we have saved a little over 5 million dollars over the course of the contract. The original 10 year cost of the GE contract was 13.4 million and now the new cost moving forward is going to be about 16.3 million; only an increase of 3 million dollars from the original term, but the term is now 15 years instead of 10.

CM Minner stated he thinks we have gone as far on an administrative level as we can with GE and while there is potentially more money we could get out of GE, he thinks to get there it will need to be litigious. To be litigious with GE he thinks there are going to be three pitfalls: 1) GE has extremely deep pockets, 2) GE will have significant technical experience that will combat our technical side, and 3) if we get into a litigious fight, it will become protracted and long, and he is not sure we will win. In a litigious fight with GE their arguments are going to be they were just providing what our customer wanted, they delivered on what our customer wanted and to a certain extent some of that argument will be correct. He does not think all of it will be correct, but programmatically speaking we have gotten as much as we can out of GE. Staff is going to continue to have to keep their eyes on this system and he feels comfortable we are doing that. There are continued glitches that pop up, those glitches are brought to GE's attention, and their subcontractor, Silver Springs, has also been put on notice as far as some of the services that we struggled with. Also, if we were in a litigious situation that contractor has, and he wants to say this carefully, that contractor has been difficult because some of the technical perimeters they brought to the project where bells and whistles that we did not need but yet we asked for. It is a difficult situation and he thinks we have made that lemon about as sweet lemonade we are going to get. He is happy with the deal, still disappointed at where we are with Smart Grid, but thinks we have mitigated that as much as we can.

Commissioner Dennison said if GE ever comes to Leesburg again, they are no longer a US company; they will not do business in Leesburg. She thinks they sold the city a bill of goods and did not provide what was originally asked for; their software was never developed to be able to handle the Leesburg customer. She stated going forward if she is on this Commission again, she never wants to see GE here.

CM Minner stated he appreciates those comments.

Commissioner Robuck agree with Commissioner Dennison. He would just like to note for the record, the City Manager has been very gracious with staff, but Patrick and Tino were not the ones doing this, they inherited a mess too and are doing what they can to fix it. He certainly appreciates that.

Commissioner Bone asked if the payments we are going to be making, this is it, no other payments to GE other than these or are there other payments. He also asked about a release of any claims.

CM Minner stated no, this is it. He stated they are not released from damages that we may have on the existing glitches that pop up. Off the top of his head, there have been about three significant glitches that we have had with them and then we just get into that battle over whose fault was it; they will make a case that we did something, we will make

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a case that they did something. Long story short it has been difficult to manage because we have gotten so technical in this contract. Bottom line, we reduced our cost and minimized what we need from GE to help reduce our costs. If a significant glitch happens in the core business that we have with GE and we can find that GE is at fault, we have not released them from any liability.

Commissioner Christian stated from the other side the city was not prepared as well, we did not have the capability to do what GE wanted us to do so that is going to be their argument.

CM Minner stated if GE messes up, yes we can go back and argue those fights, so they are not off the hook by any means; especially if we continue to have major glitches. The complicated part is when citizens come up and ask did you mitigate and get everything out of GE that you could; the answer to that is yes, we did the best we could. The team he put in place was to reduce the services needed, get back to basics as much as we can, minimize the loss, fight what we can fight, and save some money. He thinks we did that, but he is not going to sugar coat it; rough numbers we used to be able to read meters for 75 cents a meter, that cost is now \$3. Now, we can roll out trucks a lot quicker, we can respond quicker, and we can know if you are piloting electric from us, if your meter goes off we know that your power is out a lot quicker, and we can pin point that, so there is some neat stuff that came from that system. However, if you ask him was it worth 20 million dollars, he will say unequivocally, absolutely not, but we have mitigated it and have growth potential. The city is saving half a million dollars a year now and half a million dollars a year is worth another buck off the rate.

Commissioner Bone stated the pre-payment penalty was removed and asked for a brief explanation.

CM Minner stated the pre-payment penalty was part of the original contract which said if you remove services, you had to pay a penalty for that and that penalty he believes was about \$180,000. It was derived from GE going to their subcontractor protecting them from an early termination clause because they would have a cut off fee if you will from their contractor. When we were negotiating with them, one of the add-ons they put in there was you have to pay this early penalty out and we said we are not paying it. They went back to their subcontractor and got it waived.

Mayor Hurley stated to be honest and in true defense of the Commission at that time, the city had a City Manager, who at that time, had an agenda, pushed hard, and spun it the way he wanted to get it passed because that was his agenda.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the resolution.

INFORMATIONAL REPORTS: None

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CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CM Minner stated to revisit item 6E really quick, the contract for the Dewatering System, staff is really excited about this project. We talked about it in the budgeting process and essentially what it does is changes the way we treat our treated sludge coming out of the sewer plants. This is going to put us in a position to where instead of field application of the sludge, we will not be able to dispose of that by dewatering, but look at potentially making cakes. Then looking at probably taking it to Covanta because; a) it is environmentally friendly, b) it is a better process, and c) it is one of the clogs in the economic development wheel to stop putting affluent and sludge disposal on the 470 property. This is really a long term thing and we just wanted to bring that back to your attention.

CM Minner stated he did hire a PIO, extended an offer, and he believe the PIO is going to be starting April 25. His name is Derrick Hudson and he comes to us with almost 30 years of experience in the PIO profession; most recently he was the PIO for G5 Communication, which is one of the subcontractors to FDOT. Derek worked extensively on a lot of the PR work that was associated with the I-4 improvements. He is also a Naval Academy Grad, which is really neat, but when you meet him, will find him extremely intelligent, very well spoken, very crafty, very energetic, and he is really excited about bringing him on with the City. He thinks we have brought on the right person who is really going to help us and he will not tell everything about Derrick, but will say Derrick is shorter than him, so he is actually going to be taller than somebody at City Hall. -

Mayor Hurley stated it is good to see former Mayor Henderson present tonight.

PUBLIC COMMENTS:

Don Lukich stated on the consent agenda, items 5.C.3.A and 5.C.3.B used the terminology Amendment 1 to Task Order. To him that sounds like another interpretation of change order and asked if the Commission looked at it accordingly.

Bennett Walling asked about the city's debt service; are we paying down our debt or are we talking about borrowing more money for Venetian Gardens. **CM Minner** stated since he has been City Manager we have refinanced a couple notes saving money on interest rates and as you all know now we are in the process of refinancing the 2007 electric note; looking to use some of our cash received from the Duke Settlement to pay that debt off early. Bottom line, once that refinance is done, with a little bit of an early pay off, the answer to the question is yes, we have reduced our debt and we have also reduced interest payments on that debt. **Mr. Walling** stated as to Bikefest, basically the Partnership is a non for profit, just like a church, and they take over the town for basically a week. He has seen city staff running crazy trying to decorate Main Street hanging signs, doing a really good job trying to get it ready, but at some point we need to turn this into our all for Leesburg event to benefit Leesburg, not just the Partnership as their fundraiser because that is all this is; a fundraiser for a non for profit. Seems like at this point we are drawing a lot of code of ordinances to make the executive director of a non for profit happy; talking about outside their premises with beer, well they are outside their premises on

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City of Leesburg property, not his property. He is ready to see some benefits like a park bench or a tree or something for putting on this event. He guesses right now you can say the Partnership helps pay for the downtown bathroom, but he is hoping one day the City Commission starts making some requests from the Partnership that we need to see something for them shutting down the rest of Leesburg for the weekend, or four or five days. Many businesses do get shut down, so with the last year they crafted ordinance after ordinance to try to get their fees; we need to make sure Leesburg gets our fee, to help beautify Leesburg. **Commissioner Bone** appreciates the comments, but just wants to say if coming down to the market on Saturday or to hear the music, or bring the kids to sit out and watch movies, that is all here because of the Partnership. The Partnership does a lot more than just put a bench on the corner and they support other non-profit organizations in town. He appreciates the comments and concern, but does think the city gets a lot of value out of the Partnership. **Mayor Hurley** stated he has heard Mr. Walling make that statement now for three years and does not think you are being fair when you make that statement to the Partnership. They have three or four full time staff, but what gets done here for this city is done by volunteers and residents who live in this community. Many non-profits will benefit and it is a make or break event for a lot of those that will literally reap huge financial benefits because they participate in this. It is a fundraiser of sort, but when you start looking at the benefits, it does not just help downtown, it helps all Leesburg, it helps Lake County, and it is now even having a regional, financial economic impact on Central Florida. **Mr. Walling** said he is not talking about taking away from anything they have done; he just wants the City to strive for more to try to utilize this big event to generate more funds for stuff in Leesburg. **Mayor Hurley** stated honestly, maybe the public is just really not aware of what all the Partnership does; whether you are talking the Christmas stroll, Mardi Gras, the Saturday market, we could go down about the 45 things we have, the 4th of July and all that is because of the Partnership's efforts. He knows people either love or hate it, but at the end of the day, hundreds of thousands of people show up to all of our events to participate and it is a quality of life issue that we have. **Mr. Walling** thinks it is great for Leesburg, our claim to fame, and we need to start capitalizing on it. Most of the money made goes out of Leesburg; most of the vendors come and then go, they pay a fee and then they go, but it would be nice for some of this money to actually stay in Leesburg. The huge benefit right now is half a dozen businesses on Main Street and the Harley Davidson store. **Commissioner Christian** stated Eustis must have heard because they are doing their own thing to capitalize on Bikefest by having vendors and bands coming in. Other cities, but mainly Eustis, pretty much have an event going the same time as Bikefest and they are marketing come on over to Eustis for April 22-24, we have a band and you can be a vendor for \$100. He thinks they have taken the Partnership's idea and said we are going to make money, advertise our city off your good works, but thinks if we did something similar it would be direct competition with Bikefest. **Mr. Walling** stated maybe we could ask the non-profits if they could something for all of Leesburg to benefit the other 361 days of the year.

ROLL CALL:

Commissioner Dennison stated she thinks the fish fry the other night broke all records. The weather was perfect and it was so nice seeing people walking around with a smile on their face. She thinks everybody had good time and she thanked everybody who was involved.

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Commissioner Robuck stated he, along with other Commissioners, attended the Virgil Hawkins Society Dinner and after going he was a little disappointed that he grew up here his whole life, went to Leesburg public schools and literally worked a 100 yards away from where Mr. Hawkins' office was and until he attended this dinner, had no idea who the man was. Leesburg has a gentleman who desegregated the Florida University Center system, that is a huge deal, and Commissioner Christian and the CDC are working on restoring his old office, but he would really like to see the city kind of proactively go out and do what it can to kind of shed some light. He does not know the historical significance of Mike Street, but had an idea that maybe we could rename it Virgil Hawkins Street or do something to draw some attention to this; help with fundraising efforts to let people know we have this, a very important historical figure was here in Leesburg. Anything we could do, rename the street, maybe our new PIO and the TV station could tape a little show because he thinks people need to see this story. People may not sit to watch an hour long DVD, but if we had a five minute segment on what he did and his ties to Leesburg and try to get them to show this in the school system, he thinks would be great. As to code enforcement, Commissioner Robuck stated he still has issues with the way our magistrate is handling code enforcement issues. He received a packet today, and see where staff recommends a property owner get five days to install and have properly working smoke alarms, which to him seems like a reasonable request. But the magistrate decided to give them 30 days to obtain permits, then 60 days after that to make repairs, and then if they could show some good faith after 60 days they could ask for another 30 days. He is to the point where he thinks we need to put the code enforcement out for RFP and find a magistrate that is willing to listen to the Commission and that we take this seriously. Bikefest, we talked a lot about problems, and you can always make it better, but he does think every year it is remarkable that we have this many people here in Leesburg drinking, riding bikes all over the place, and it goes off as smoothly as it does. He thinks that is a testament to the staff, law enforcement, public safety, the Partnership, and everyone that makes it work.

Commissioner Christian stated he had a gentleman approach him about doing paddle boats Dayak rentals at Ski Beach and he is not sure if an RFP is needed. He asked the City Manager if he had opportunity to look into this. **CM Minner** stated no to the RFP. Essentially, the code permits him to do that, there are a couple of things he needs to fill out, but then he is permitted to be a vendor pretty much wherever. He needs to have a service contract which can be approved at his level. He will get those details to the gentleman. **Commissioner Dennison** asked that staff make sure to get the insurance on that. **Commissioner Christian** stated people go to dinner at Eaton Beach in Weirsdale and just the concept of people eating and having a good time, he thought this would be perfect for Leesburg. As Commissioner Robuck said, he thinks Bikefest is probably one of the best events in Lake County, and we see Eustis is piggy backing trying to reap the benefits of the Partnership and the City of Leesburg's great success. He thinks Commissioner Dennison made a comment last meeting about the county tourism dollars, why we do not get any, and he thinks the Partnership does get those tourism dollars for Bikefest, so they may get the funds because they are putting on the event, not the city. He concurs with Commissioner Robuck, and does not know if Mike Street is named after the Mike family, so they may have some reservations on renaming that, but the CDC does own the office where Virgil Hawkins had his law office and is in the process of renovating it. The African-American Museum has many things about Virgil Hawkins, but he also grew up here and did not find out about Mr. Hawkins until probably 1994, and that was because they were trying to get the Child Street building. Harley Herman and

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T.H. Poole kind of knocked us upside the head a couple times and asked what are you guys doing, so that is how he was introduced to the Virgil Hawkins story. It is a fascinating story Mayor, a man from Okahumpka went and integrated the University of Florida and A&M Florida law school became there because they were trying to keep him out of UF and right here in Lake County, in our city, this man changed law for so many people. **CM Minner** stated the Mayor was talking to him on the same topic before the meeting about Virgil Hawkins and one of the things he would like to look into, and he does not know if the State still has it, but it used to have the Great Floridian Program where people were recognized for their contributions to Florida; they received a plaque and that plaque was then attached to a building. This might be one way we could help the CDC in redeveloping Mr. Hawkins old office building.

Commissioner Bone stated he is looking forward to Bikefest and the atmosphere we have here, Eustis will not be able to duplicate, and they are not going to have Brett Michaels either. Someone contacted him this week about a meeting related to Veteran housing and State funds that are available when we show that we are participating and providing Veterans housing. He was not real clear, but there may be a meeting Wednesday in the Villages. **CM Minner** stated he will have Mike look into it. **Commissioner Bone** stated as to the code enforcement in general, he is sure our staff is doing a good job with what they have; he thinks now two officers. One of our former Commissioners had a letter in the Daily Commercial recently as to the neglect in our city and referred to Stock Subdivision. Commissioner Bone stated with the amount of neglect that has occurred in Leesburg over the last many years and some of the conditions of some of our neighborhoods, he would like to see us provide some additional staff to code enforcement. **CM Minner** stated if the Commission is good with this and one of the things the Chief has asked for is some administrative support for the code enforcement department. If he can get some administrative support, then the officers can spend more time out in the field and less time on reports. He was going to push this off until next fiscal year, but by the Commission comments tonight, there is the availability in the general fund to bring this on this fiscal year. To do it this year, without it being a budgeted position, it is something that will have to come before the Commission for approval. Staff will do a financial analysis and he will move forward because you directly spoke of the need for more support and if you ask the Chief that question, he is going to say before more officers, he needs administrative support. **Commissioner Dennison** stated it also sounds like we might want to have a strong discussion with the magistrate. **CM Minner** stated she needs to have a date with the Commission so he would suggest letting him get in touch with her again to set that up.

Mayor Hurley stated Veterans Park got its new sign installed and had the dedication and he appreciates Commissioner Bone, Commissioner Robuck, and Commissioner Dennison for being able to attend; that was great. It is a beautiful sign, and it came out really well. He asked for prayer on Thursday and Friday, as he leaves Leesburg at 4:45 a.m. to be a chaperone for First Academy six graders. Looking forward, he asked everyone to put on their calendars May 5th as National Day of Prayer. Lake County, has a whole, has an event at the county Courthouse every year, done in the morning and through the years he has had numerous people say it is unfortunate because they work and are not able to attend those events. So, this year the city is going to have a National Day of Prayer event here at City Hall on the front steps at 6:00 p.m. In attendance will be Congressman Webster, School Board member Rosanne Brandenburg, our Police and Fire Chiefs, our Color Guard, and many of our Pastors and Ministers will be there praying for specific

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needs of our community, our county, and our country. He was able to attend the Virgil Hawkins dinner honoring the attorney who helped him through the years, Harley Herman, and stated he embarrassed this Commission horribly. He did not know who Mr. Hawkins was and they sent him a biography and it was an unbelievable story about how he segregated the University of Florida and changed things in the State of Florida and had such a role on that. They asked if I would come to give him honor and his interpretation of that was coming to give him honor, he failed to be informed that Mr. Hawkins passed away several years ago and was unable to take his honor personally; he apologizes for that. It was a moment he will never forget and he feels bad for those who were there, but he promises it will never happen to him again. Mr. Minner had a crash, we are glad to see that he is up and had no serious injuries and he is focused and doing good here tonight. When we talked about the ordinances and about enforcement of any law, it is a big deal with him and in his time on the Commission, right there on 441 there is a white grand marque with two nasty mean, mean dogs around the most homemade stupid, ugly fence he has ever seen that should violate every law in the State of Florida under some code. For three and a half years our administration, the county's administration, the police department, the sheriff's department, the homeless society, people against ugly fences not one person has been able to do anything with that ugly looking homemade 10 piece fence set with two nasty dogs that if every got out could really create a serious problem if they ran out in the street, because somebody literally could have serious car crash. He hates when we have ordinances, and this one unfortunately is not even in the city limits it is in the county, but again nobody can get anything done. He has personally been fighting with the deal next to their church that is again, we need an ordinance to work. He is serious, it is not that he wants to see people put in jail, the reason he has not been put in jail is because he made a choice not to do anything stupid enough to get put there. He thinks if we are not going to enforce anything, whether it is code enforcement for buildings or whatever, let's do away with it, but if we are then let's go ahead and back our officers, our staff and just say, it is 2016 comply, and if you do not comply there are consequences.

ADJOURN:

The meeting adjourned at 7:16 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, FEBRUARY 8, 2016**

The City of Leesburg Commission held a regular meeting Monday, February 8, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:36 p.m. with the following members present:

Commissioner Bob Bone
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

Commissioner John Christian was absent. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Mayor Hurley gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

MAYORS AWARD:

Mayor Hurley presented the Mayor's Award to Joanie Smalley for her Downtown Volunteer work.

PRESENTATIONS:

Northamerica Electric Reliability Corporation (NERC) Compliance by Chris Adkins, Electric Systems Operations Manager.

City is in compliance. The Commission had no questions.

Dixie Avenue Complete Streets Project Update by DC Maudlin, Public Works Director
Commission brought up concerns with the median breaks, landscaping and bicycle lanes.

Splash Pad / Kids Korner Project Update by DC Maudlin, Public Works Director
Selection Panel for Kids Korner:
Citizens - Vonda Parker, Carolyn VanDyken, and Dave Ohnstadt
City staff - Travis Rima, Robert Harper and Amy Fleck

CONSENT AGENDA:

Item pulled for discussion:

5.C.1 - Consent to Sublease between Av-Mech LLC and Brainerd Helicopter Inc.

Commissioner Bone moved to adopt the Consent Agenda except for 5.C.1 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 8, 2016

Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held January 25, 2016

RESOLUTION 9743

Resolution of the City Commission of the City of Leesburg, Florida approving the RFP final ranking and awarding the RFP to Mass Mutual to provide recordkeeping services to the City for the employee 401(a) and 457(b) retirement plans; and providing an effective date.

RESOLUTION 9744

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order 4 with Jones Edmunds and Associates, Inc. for professional engineering services related to the Effluent Disposal Alternatives Study for a cost not to exceed \$30,000.00; and providing an effective date.

RESOLUTION 9745

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with A&A Trucking & Excavating for the Plantation WWTF Abandonment and Demolition project for a cost not to exceed \$90,794.00; and providing an effective date.

APPROVED

Purchase request by Public Works Waste Water for the purchase of three (3) lift station pump packages.

RESOLUTION 9746

Resolution of the City Commission of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections to provide an Early Voting site for the 2016 election year at the Leesburg Public Library, and providing an effective date.

RESOLUTION 9747

Resolution of the City Commission of the City of Leesburg, Florida; for the implementation of performance measures to achieve eligibility for the Community Rating System; and providing an effective date.

APPROVED

Electric System Refunding Revenue Bonds, Series, 2016; Utility System Refunding Revenue Bonds, Series 2016

DENIED RESOLUTION 9748 CONSENT TO SUBLEASE BETWEEN AV-MECH LLC AND BRAINERD HELICOPTER INC.

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Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A CONSENT TO SUBLEASE BETWEEN AV-
MECH LLC AND BRAINERD HELICOPTER INC. FOR OFFICE
SPACE LOCATED AT 8900 AIRPORT BOULEVARD; AND
PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck stated the city leases this out at 15 cents a foot and we now have a tenant asking to sub-lease our office space out for \$16 a foot. He thinks this is a bad deal for the city and it is not the purpose of the airport.

Commissioner Bone stated he is okay with the sub-lease. He also stated the Advisory Board has recommended approval and he has heard them express a little bit of frustration about what they are doing on a board if they recommend approval to take action and then people are going behind them and doing things that are contrary to what they have advised and approved as a board. He does take their recommendation to approve this.

Commissioner Robuck stated his second issue is that the tenant, Brainerd Helicopter, who wants to move in there, Mr. Brainerd is not a team player at the airport and he causes nothing but problems. When the airport was trying to do a car show out there, Mr. Brainerd's comments were if the Advisory Board approves it, he will not like it, but will stay out of it. The board approved it 3-1, and he has since called DOT, called the FAA, he is not a team player, and he is not looking out for the airport's best interest; it is a personal thing for him. Commissioner Robuck stated he does not want to do him any favors, plus he is in violation of his own lease because he has parked fuel tanks with his logo out there which violates the airport minimum standards. He has a real problem with both the idea of a sub-lease at \$16 a foot, which they are getting for all this and utilities and there are very few people in Leesburg, even with highway frontage, that are getting \$16 a foot for office space. For those reasons he is just not in favor of this.

Mayor Hurley stated on this particular one, he is in agreement with Commissioner Robuck. His issues really are surprising because we just did this last year, it is about 6 months old, and the tenant comes in here and gives all these reasons and we again, I did not like the price, but he gets 15 cents a foot and then wants to turnaround and rent this out for \$16. Essentially, he is going to be there for free, which is good business on his part if he can do it, but it reflects poor business on the city.

Commissioner Dennison asked what is the legality of this, are they able to sub-lease or are we against this because of a personality.

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CA Morrison stated they can sub-lease only with Commission consent, that is why it is here before you tonight.

Mayor Hurley stated it is not a personal deal to him; he just thinks it becomes poor business on the city if we go and lease out property, that we can get \$16 a foot for, and we lease it for 15 cents to allow someone else to make \$15.84 off a foot. That is where his conscience is. If we are going to give someone an opportunity to have a 15 cent land lease, even though they have a building, have a business run there for years, we are going to let him finish out that term because of circumstances beyond your control for the next six years and we are trying to work with you because you present to us that you are in a financial jam. Then they turn right around six months later and start banking money off of it, it has nothing to do with Chuck Brainerd, it has to do with what was presented to us in his agreement with the city saying this is what I need please help me. That is where his conflict lies.

Commissioner Bone asked if there are some non-compliance issues right now with the lease and Mr. Brainerd. CM Minner replied yes.

Commissioner Bone thinks if we do this, then Mr. Brainerd needs to bring his lease into compliance as a condition of an approval on the sub-lease; if there are legitimate non-compliance issues there.

Commissioner Dennison asked what the non-compliance issues are and if Mr. Brainerd has been notified of these in writing.

CM Minner stated it is the location of the fuel trucks and the logos on the fuel trucks which are not in compliance with the airport standards, and yes on occasion he has been notified in writing and by e-mails.

Commissioner Dennison asked if you know for sure that he received that e-mail.

Airport Manager (AM) Tracey Dean replied yes ma'am.

Commissioner Dennison asked if we have anything in writing that he fully understands what the problem is.

AM Dean stated back in March there was a couple of issues cited, one for where they parked in the proper spot farthest away from the building as they should be; the answer to that was yes. Did we have his insurance on file; that was provided to us and the logos on the truck was briefly addressed but I did not follow up on that. But, in regards to the e-mail, yes he did see it, and she cited the exact portions of the ordinance that showed what he needed to be in compliance with. The fourth was the calibration of the tanks; so everything was addressed and corrected a side from the logos.

Commissioner Bone moved to amend the motion to approve provided that Mr. Brainerd, Brainerd Helicopter, Inc., comes into compliance with whatever non-complaint issues there are with his lease, including the logos. Commissioner Robuck seconded the motion.

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The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

The final roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	No
Commissioner Bone	Yes
Mayor Hurley	No

Two yeas, two nays, the Commission denied the resolution.

ADOPTED ORDINANCE 16-01 REZONING APPROXIMATELY FIVE ACRES GENERALLY LOCATED ON LEE STREET NORTH OF HERNDON STREET FOR HERNDON VENTURES, LLC (LEE SCHOOL)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
REZONING APPROXIMATELY FIVE (5) ACRES GENERALLY
LOCATED NORTH OF HERNDON STREET, SOUTH OF WEST LINE
STREET, EAST OF PERKINS STREET AND WEST OF LEE STREET,
AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19, RANGE
24 EAST, FROM P (PUBLIC) TO SPUD (SMALL PLANNED UNIT
DEVELOPMENT) FOR HERNDON VENTURES OF LEESBURG,
LLC; AND PROVIDING AN EFFECTIVE DATE (LEE SCHOOL).

Commissioner Dennison moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck stated his only issue, and he knows developers promise lots of great things and he would love to see all the things promised happen, but the way this is written now, they could just build an assisted living facility and leave the Lee School to rot in place, which concerns him.

Commissioner Robuck moved to amend the motion “to prohibit construction on the vacant parcel until the existing buildings are either issued a Certificate of Occupancy, so they are brought to code, or are demolished”.

Planning and Zoning Manager (PZM) Dan Miller stated both Mr. Tony Benge Sr. and Jr. are present to represent the project and they do have a brief presentation. If they could get a couple minutes, he believes they could speak directly to Commissioner Robuck’s concerns; staff has no issue either way.

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Tony Bengé, Jr. stated what is before the Commission is what they call a full spectrum of care facility which will include memory care, assisted living, and independent living. One of the things that is very critical of this, is it needs to be built in conjunction as a total project. When the project was done for the Performa, to obtain the bonding issues, they had to provide for the operational stability which would include all the assets. The independent living is the least efficient and the reason being is this will have a fairly heavy job creation component for the staff, so it really cannot be carved up into separate pods because they just simply do not work in isolated vacuums of each other. He would offer to alleviate that concern is that we say they need to be built in conjunction with but we really cannot take one piece, either side, before the other because it really just kind of wrecks the entire operational side as well as the construction side. If it would meet your concern this will be done in one phase where the permits will be pulled, the architect and engineers will be doing everything as one contiguous phase, even though they are incorporating the historic building into the plan it really needs to be built as one project. Preservation actually runs about 45% higher than any other construction on the site, it is much cheaper and efficient to build new then it is to restore, and they were very happy to find that the building is in remarkably good shape for having sat vacant for a while and given the age of the building which is 1914. Again, this something they feel brings in a lot of character, certainly want to honor those buildings, and have based the entire design of the overall facility using those architectural elements. They certainly have no objections if the Commission says it needs to be done all in conjunction with one permit coming in for the whole facility, but again it would just be impossible from a financial operational standpoint to bifurcate the project.

He stated this facility will be 162 units, again is a critical part because of the operational efficiency. With any of these facilities you have a large number of employees that go in and you need the right balance of residents to offset, to make the cost of the employees efficient. They are very excited about this as this will be something designed for Leesburg and be something that the people of Leesburg will be able to afford to come to; it will be significantly more affordable than the facilities in the Villages. He stated they are really looking forward to getting this moving, they have been working very hard behind the scenes and he is very proud to say this will be happening in short order. They cannot thank staff enough; they have been a tremendous help through this whole process.

Commissioner Dennison stated the designers have done a phenomenal job keeping the look of Lee School. This looks phenomenal, it is going to look great over in that neighborhood, and the fact that it is not built for the Villages; she is really appreciative of that.

Mr. Bengé stated when they first came in, he got the lecture of a lifetime from staff on the importance of this building to this community and it being very dear to everyone's heart. They took that to mind and are very pleased with the architect's vision and think they did a great job of bringing that to the model.

Commissioner Bone asked of the 162 units, how many will be in the existing Lee School building.

Mr. Bengé stated the break out, he believes, will have 24 independent living between the two; 14 in one building and 10 in the other.

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Commissioner Bone asked if they have a group lined up already to manage this facility and if it will be a Medicaid facility.

Mr. Bengé stated they do; they are a very experienced group and have several facilities in the Central Florida area. He stated this will be a private pay facility, not government assistance, but with that what they see is most of these will be geared towards social security basically to cover expenses. Entry level would be in the \$2,400 range, comparable to the Villages average right now of about \$3,600.

Commissioner Bone stated the plans says 48 months, and asked if they plan to get started within the 48 months. Mr. Bengé stated if it takes 48 months, he is in a lot of trouble with his partners. Commissioner Bone asked if he would be okay with a shorter time frame. Mr. Bengé stated 24 months would probably give them plenty of time.

Mayor Hurley stated we also have a letter that was asked to be read to the Commission.

CC Purvis read a letter from Mr. Thomas Grizzard into the record relating his concerns with the project. He requested something be placed in the ordinance allowing the rezoning of the construction of the ALF that would tie the construction of facility to simultaneous reconstruction of the existing school buildings, also some provisions added for the continued maintenance and operation of the buildings.

Mr. Bengé stated he has no trouble tying it to simultaneous construction, and would envision this being one permit, one time. As far as maintenance, he knows when they initially purchased the property, they did have trouble with a couple contracted landscapers who just did not show. He believes it is on a regular routine schedule now, but if not to please let them know.

Commissioner Robuck withdrew his amendment. Commissioner Robuck moved to amend the motion so that the work is done continuous.

PZM Miller stated if it pleases the Commission, staff could work out language that creates a situation where it is all done in one phase; the construction of the new buildings and the existing buildings will be performed within one phase of construction.

Commissioner Bone asked if the 24 months for commencement could also be included and PZM Miller replied yes.

Commissioner Bone seconded the motion.

The roll call vote on amendment was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

The roll call vote was:

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Commissioner Robuck	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-02 REZONING APPROXIMATELY 2.27 ACRES FROM R-3 TO SPUD (VETERANS VILLAGE)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 2.27 ACRES GENERALLY LOCATED ON THE EAST SIDE OF NORTH CANAL STREET, AND NORTH OF CLEVELAND STREET, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19, RANGE 24 EAST, FROM R-3 (HIGH DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE (VETERANS VILLAGE)

Commissioner Bone moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck stated he will need to abstain on this item as Romac Lumber owns the property.

Commissioner Dennison stated she thinks this is going to be a great neighborhood for the Veterans in Leesburg and she is really proud that they are using Leesburg as the first location.

Commissioner Bone agrees and stated looking at the plans, it does not show a carport or garage on the houses. He asked if there are plans for a little carport.

PZM Miller stated no, not at this time. They do have a revised site plan for some additional parking. He stated both Mr. Michael Pape, the designer, and Mr. Kent Adcock, President of Lake Sumter Habitat for Humanity, are present.

Commissioner Dennison stated she attended the meeting where Mr. Pape showed his designs for the houses and thinks he did a phenomenal job.

Michael Pape thanked Commissioner Dennison for her comment. He stated as Mr. Miller mentioned, they have messaged the site plan to respond to suggestions generously offered by both staff and the community to improve this project and appreciate the strong positive reaction they have received. There are no provisions for carports or covered parking, like garages, because this type of project simply would not bare that cost; this is

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more like an apartment style budget for what will constitute very nice little cottage style homes.

Kent Adcock stated it is with a great deal of excitement that they present this to the Commission and appreciate your serious consideration. They have taken two years to get to this point, having met with leaders in Eustis, Tavares, and Leesburg and seem to feel like this is the very best step for Veterans and for the project. This is not your typical Habitat for Humanity project; in fact, it is not necessarily endorsed by Habitat, it is more a hybrid because this is workforce housing and not affordable housing. There is no HUD funding and everyone will qualify for a mortgage. They have actually been working on a creative process for local banks and organizations that would offer funding and financing for our Veterans to be able to get into what is considered a smaller, cottage home, one, two, or three bedroom homes beginning at 900 square feet to about 1,300 square feet. He stated they are anxious to be able to move forward on this project.

Commissioner Dennison asked when they anticipate starting construction.

Mr. Adcock stated they are now in the process of discussing the engineering infrastructure and expect that to take six to eight months. They anticipate letting contracts next month, as soon as it is approved.

Mayor Hurley asked if there is going to be something that guarantees these homes stay within a Veteran. In other words, could a Veteran move in first and then sell it to whomever.

Mr. Adcock stated Veterans are not a protected class under Fair Housing, but what they have been able to identify is in the conveyance of the land, in their purchase, as long as there is a clause in the deed then we will be obligated to make these housing units available for Veterans and they will have to stay with Veterans for a minimum of 10 years. The second generation, anybody that sells within a 10 year window, would have to sell to another Veteran or would have to get a waiver from the Commission or Habitat, one or the other, to be able to see outside of Veteran footprint. The funding they are achieving, in terms of the development, requires that in some cases it has to be a minimum of five years and eight years; we have been able to say it is going to be a minimum of 10 years. The other addition to this is Habitat is guaranteeing the exterior care of the homes in perpetuity as though it were a condo, no obligation on part of the Veterans; that is our service to the Veteran population.

Mayor Hurley stated he thinks Habitat for Humanity obviously is a wonderful organization and they built two houses on East Main Street, about 10 years ago, that he got to help out with a little. His fear always becomes what will the houses look like a few years down the road; you do not see any grass, no trees.

Mr. Adcock stated in that time frame Habitat was serving up to 50% of area medium income or \$58,340 a year. At 50% maximum, a person could qualify for about \$27,000 in today's dollars. This project is 120% of area medium income which means \$69,900 is the maximum and when you look at what people are earning today, \$69,000 is a pretty liberal amount. They believe they are going to have a much better clientele and Habitat

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is going to take care of the exterior maintenance as part of their commitment to the Veterans.

Ann McDonald asked if after 10 years they could sell to non-Veterans and Mr. Adcock replied that is correct.

The roll call vote was:

Commissioner Robuck	Abstain
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Three yeas, one abstain, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-03 ANNEXING APPROXIMATELY 1.5 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, AND WEST OF PROFESSIONAL DRIVE (ZAREMBA GROUP/VICS EMBERS)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.5 ACRES AND BEING GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441 AND WEST OF PROFESSIONAL DRIVE, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE (Zaremba Group/Vics Embers)

Commissioner Bone moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

PZM Miller stated basically these next three cases, Annexation, small scale comp plan, and rezoning are for the old Vic Ember property out on US Highway 441 which burnt down a couple years ago. The property has been purchased by the Zaremba Group out of Ohio and Mr. Pete Pensa, working for Avid Engineering, is bringing this annexation to the city. Currently, the property has a future land use of county low density and they want to go to city general commercial. The zoning is light manufacturing in the county and it would go small planned unit development in the city. This proposal is for retail

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uses within the SPUD zoning, and staff has placed architectural standards as was requested at the last meeting, and in addition, the uses would allow for retail, medical, and professional office.

Commissioner Bone asked about the elevation of the building because he thinks one of the issues we are having is that our zoning standards are a little bit less than some other cities which are getting nicer buildings.

PZM Miller stated architectural standards were added to this PUD and staff is also working with the administration to create some architectural standards that would go along the major corridors of the city. He believes that will be coming before the Commission soon.

Pete Pensa stated as promised at the last meeting, he came back with architectural information and pictures from other projects they have done. In the color rendering, you can see it is basically going to have a sand stone color block finish that will band around the base of the building, will actually go down the side of the building as well, and will have the brick façade down the front.

Commissioner Bone asked about the rest of the sides. Mr. Pensa stated it is a painted metal.

Commissioner Bone stated he has a problem with that. Commissioner Dennison agrees and state she thought that was brought up at the last meeting.

Commissioner Robuck stated we could amend the PUD to disallow metal siding and Commissioner Dennison agreed.

PZM Miller stated under the architectural standards, the building shall have an architectural theme with the side of the buildings, which face streets either public or private, shall be finished in the same material as used in the front of the building. In this situation where the street goes around it could not use metal and based on staff's interpretation it would have to be split face block, siding, stucco, or something like that. The sign would have to come down into a monument sign.

Commissioner Robuck stated only one side is going to face a street; the other sides are not going to face a public or private street.

PZM Miller stated it actually could be interpreted that driving around the side of the building, where there is a driveway going back to the remaining properties, could also be considered a street; that is the way staff would look at it.

Commissioner Bone stated we have the old Vic Ember, a bank on one side, offices on the other side and talking of throwing in a metal side building up in between them.

Commissioner Dennison moved to amend the PUD to read that the three sides have got to be stone, not metal; brick faced on all three sides.

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Commissioner Robuck stated he is wondering on the corridor why we are letting a metal building period. He would like to go further and not allow metal buildings.

Commissioner Dennison stated that is her amendment; she wants brick, not metal buildings.

Mayor Hurley stated he is not going to put a requirement that everything coming down 441 is going to be a brick building.

Mr. Pensa stated there are a couple brand names of stucco that have a brick or stone finish to them, but they are a cementitious board. It is not wood siding but you would not know unless you actually started poking at it to realize it is cement board rather than handling bricks. He stated that is an option they could do.

PZM Miller stated the option presented by Mr. Pensa is covered under these architectural standards.

Mayor Hurley stated two sides are not on the roadway, that is what the Commission is trying to express, we do not want that at all, even on the two sides that face the neighbors.

Commissioner Dennison continued her motion; she does not believe we should allow a metal building to be built in Leesburg.

Commissioner Robuck stated staff has some pretty very specific design criteria and asked what if we took those and applied them to all four sides of the building.

PZM Miller stated staff will apply whatever standards the Commission chooses for this particular development. Staff is planning to have a workshop regarding the architectural standards very soon, so we would be able to discuss them city wide at that point.

Commissioner Dennison again moved to make an amendment that there be no metal siding allowed on these buildings. Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

Commissioner Robuck moved to amend to apply the architectural standards of the PUD to all four sides of this building.

Mr. Pensa asked for an exception as to the windows. He stated there is a part of the architectural standards to provide windows on all façade and it would not be feasible to do windows on the sides.

Commissioner Robuck agreed.

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Commissioner Bone disagrees because he did a google search and is looking at pictures of Dollar Generals with windows on the sides.

Commissioner Robuck stated he is okay with the rear, but thinks the sides should have windows otherwise it looks like a warehouse. His motion is to apply this architectural standard to all four sides with the exception of windows not applying to the rear of the building.

Commissioner Dennison seconded the motion.

The roll call vote second amendment was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

The roll call vote as amended was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-04 AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR APPROXIMATELY 1.5 ACRES (ZAREMBA GROUP/VICS EMBERS)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 1.5 ACRES, BEING GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441 AND WEST OF PROFESSIONAL DRIVE, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (Zaremba Group/Vics Embers)

Commissioner Dennison moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

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The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-05 REZONING APPROXIMATELY 1.5 ACRES FROM LAKE COUNTY LM TO CITY SPUD (ZAREMBA GROUP/VICS EMBERS)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 1.5 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441 AND WEST OF PROFESSIONAL DRIVE, AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19, RANGE 25 EAST, FROM LAKE COUNTY LM (LIGHT MANUFACTURING) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR ZAREMBA GROUP, LLC; AND PROVIDING AN EFFECTIVE DATE (ZAREMBA/VICS EMBERS)

Commissioner Robuck moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

CA Morrison suggested the motion to approve be clarified by saying that it will incorporate the changes to the PUD discussed previously in item 6.C.

Commissioner Robuck made motion to amend and Commissioner Dennison seconded the motion.

The roll call vote on amendment was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 16-06 ANNEXING APPROXIMATELY 42 ACRES
GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 AND
SOUTH OF THE FLORIDA TURNPIKE (BAKER GROVE/G3 DEVELOPMENT)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 42 ACRES AND BEING GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (Baker Grove/G3 Development)

Commissioner Bone moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 16-07 AMENDING THE COMPREHENSIVE PLAN
FUTURE LAND USE MAP FOR APPROXIMATELY 42 ACRES (BAKER
GROVE/G3 DEVELOPMENT)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 42 ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG GENERAL COMMERCIAL FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF US

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HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Baker Grove/G3 Development)

Commissioner Dennison moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-08 REZONING APPROXIMATELY 42 ACRES FROM LAKE COUNTY A TO CITY OF LEESBURG PUD (BAKER GROVE/G3 DEVELOPMENT)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 42 ACRES GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27, SOUTH OF THE FLORIDA TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE (BAKER GROVE/G3 DEVELOPMENT)

Commissioner Dennison moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck moved to amend to add the same stipulations on the design criteria as discussed in item 6.C to the commercial component of this PUD.

PZM Miller stated so the architectural and design landscape standards would apply to all four sides of any commercial building.

Commissioner Robuck replied correct.

Commissioner Bone seconded the motion.

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Bill Ray, with Ray and Associates from Ocala, stated they understand the element in looking for architectural integrity. They know this is a gate way district, coming into the City of Leesburg, and they are very excited about this site. He would propose in lieu of windows, which are not necessarily needed on the side of an office building, is that they provide architectural elements on all four sides of the building. They are concerned, with what the building looks like from the public realm, not necessarily how the building functions on the inside, so if they can have architectural elements which appear to the pedestrian to look windows, but is not necessarily a functioning window, that would come into the design element. They understand the need for architectural elements on all four sides of the building and that is acceptable, because the idea of having open window space on all four sides of the building, giving the product they are coming forward with may not be feasible.

Commissioner Robuck asked for more information about this project.

Mr. Ray stated they are looking forward with commercial, support facilities for the medical facilities and there is a residential component associated with the PUD. If we are looking to break up long runs of stucco wall, if looking for visual breaks within the building that can be done with columns or with coins that run up the side of the building and if we can do that, that is fine. To come in later and say okay we have a window we met the code thank you, approve us please, is not their intent. They would rather work with staff, have architectural elements on all four sides of the building, but not be arbitrarily required to have a window on all four sides of the building.

PZM Miller stated it would be staff's view that Mr. Ray's proposal would meet the intent of what is being requested by having those architectural elements. Depending on the type of building, the character, they could add in the elements which would make the building visually appealing. He thinks it is probably a good solution and believes it does cover what Commissioner Robuck is requesting.

Commissioner Dennison agrees because of the security and privacy issues in a medical building. Commissioner Robuck also agrees.

Mayor Hurley stated their church did stucco bands where the windows might be to break up the long walls. If looking at it through the arches it looks like there are window panes, but it is just block walls in the stucco bands.

Mayor Hurley asked where we stand with the motion.

CA Morrison stated Commissioner Robuck can made an adjustment in his motion as long as a second occurs with it.

Commissioner Robuck moved to adjust the motion to allow for architectural features at staff's discretion, to be substituted for windows and Commissioner Bone seconded the motion.

The roll call vote on amendment was:

Commissioner Bone	Yes
Commissioner Dennison	Yes

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Commissioner Robuck	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the amendment.

Commissioner Robuck stated as to the residential component, he is a little leery of just approving 18 units per acre, multi-family, without having a more solid idea of what that is going to be.

Bill Ray stated the intent of the multi-family is to provide insolate support services primarily for the employees associated with the medical complex. It is not intended to be an entry level, low end subsidized housing component with this development.

Commissioner Robuck asked if staff feels the restrictions on the residential are sufficient.

PZM Miller stated he thinks the value of the real estate itself is going to be high enough and simply increase over time as the development occurs that the area is going to be next to impossible to put in low income housing. It will be nice to be able to have an area where a person could have a nice apartment, go downstairs, walk to work, and come back which take trips off the transportation system and that is a good thing to have.

The roll call vote as amended was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-09 REALLOCATING THE 2008 REVENUE NOTE FOR THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA
REALLOCATING THE 2008 REVENUE NOTE FOR THE CARVER
HEIGHTS/MONTCLAIR AREA COMMUNITY REVELOPMENT
AGENCY BETWEEN VARIOUS PROJECTS; AND PROVIDING AN
EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck stated this is taking money away from other projects because the community asked for a community center. The community asked for this; it is a community priority.

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Mayor Hurley reminded everyone we need to do what is best for the city as a whole, not a street, not a neighborhood, but what is best for the community, because we are taking the community monies as a whole and spending that money.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, no nays, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE ANNEXING APPROXIMATELY 7.17 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD, WEST OF RADIO ROAD (BAKICH NO. 2/LAKE NISSAN)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.17 ACRES AND BEING GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD, WEST OF RADIO ROAD, LYING IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE (Bakich No. 2 LLC/Lake Nissan).

Mayor Christian requested comments from the Commission and the audience.

Commissioner Bone stated he has some concerns and has talked with a few of the residents who live in the area. He told them the county has this property zoned commercial for future land use and if it comes into the city that is consistent for it to be commercial. However, on the other side, he is really uncomfortable in bringing the first piece of that section into the city and saying it is going to be a parking lot because he is not totally sold on that property should be commercial. If a developer came in, he thinks we need more middle or high scale residential in Leesburg, so could see that property potentially being wanted to create a subdivision similar to the proposal just approved in Silver Lake. If we start off putting a parking there just for a car dealer, he thinks we are getting off on the wrong foot to what we could potentially do there. He thinks if a developer came in and said they want to make this all commercial, here is my plan to take

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that whole triangle, annex into the city and make it commercial, and it is some amazing commercial project that is one thing, or if a developer said they want to take that whole section a 200-unit residential neighborhood then that is something, but to make a decision for that property to put in a parking lot, he is just uncomfortable with it.

Mayor Hurley stated part of this deal is it is not a paved parking lot, it is an overflow parking that is going to have a buffer around it and landscaping. He thinks if a developer came in and said he wanted to pay them really good money for that piece of property they are just parking cars on and mow grass to develop something big, they would say thank you and write the check; he does not know that is just a hypothetical thought. He does not think it has a lot of impact, this is the first reading, and he can see tonight we already have many people here.

Commissioner Bone stated the city has another piece of property out by the airport with a vacant building that he thinks may be coming down and there are other properties available in the city to put overflow parking.

Mayor Hurley stated it is his understanding that 1) they already own the property, 2) it is zoned commercial, they did not put in the middle of a neighborhood; and 3) in that whole area you have the forestry which butts up to two commercial sites with huge parking lots, lots of lights, and traffic so it is already in a commercial area. When someone buys a piece of property for commercial use and it is already zoned commercial, you would think they would have some kind of expectancy that they could use it for some kind of commercial use. So what we are saying now is that we are going to start telling people what they can use their commercial property for.

Commissioner Bone stated this is raw land with no zoning and if it annexes into the city, we can put whatever designation on it we want. He is not okay with bringing a piece of property into the city to have it be a parking lot in that neighborhood. He understands Sunshine ARC is right next door and a church in there, but he sees a parking lot being more conducive to somewhere on 441 behind one of the existing parcels or buy a piece of city property on 470, all the car dealers pitch in, and park all their cars out there; ship them in right off the turnpike, park them, and when they need them in town they can drive them into town.

Elizabeth Kapoor, resident, stated there is a lot of neighborhood opposition to this. Mr. Bakich was recently quoted as saying "He was surprised by the degree of opposition to his auto storage yard and detailing facility on Poe Street", but his surprise could not be greater than their surprise that such an inappropriate use would be contemplated for Poe Street. This little triangle of land is surrounded by rural, low density, and she thinks in the future land use (FLU) plan some medium density was designated as general commercial in 2010. She provided the Commission with a map of the triangle circled and stated it does not make any sense. This regional commercial FLU the county did six years ago seems very strange and from what she has been able to read of the relevant comp plan statutes, it seems that it is not consistent with certain parts of the statute; particularly as it pertains to avoiding urban sprawl and compatibility uses. She stated they have met with the county about this several times, and one time met with Tim McClendon, Lake County's Chief Planner, and when he looked at this he seemed a little taken. They asked him what in heaven's name were you all thinking when you put that red dot in the middle

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of this rural agricultural area and he suggested that maybe someone in the area requested the regional commercial designation; they are still checking on that because they want to know how this happened. She certainly has her suspicions but does not really know at this point, but just a scenario, there was somebody desperate to sell a piece of land, somebody a little more sophisticated about the comp plan than most of us, who went to the county and had the FLU designated commercial and the really irritating part about this is they are in the red triangle and none of them were notified; no one had chance to object or have a say in this. The concept of FLU is dependent on projected population increases and projected patterns of development and what is strikingly clear is that there is not at this time any population growth or development that would justify this current proposed commercial expansion. She stated as Commissioner Bone alluded to there are tons of commercial space around and down 441 you see a lot of vacant kind of sad looking lonely properties; so much regional commercial they do not seem to know what to do with it, so why come up and despoil our neighborhood. The owner of Lake Nissan has purchased a beautiful residential property at a remarkable price and perhaps sees this as a convenience, but he has other options, we do not, we live here.

Rex Robertson, resident, stated Radio Road is hardly a place to bring much traffic as there is not even a sidewalk, there is nothing there to mitigate walking, bicycles or anything. The S curve on Poe Street, on the east end towards 473, has about 40 or 50 crashes and is supposed to be a 10 mile an hour speed limit. He stated the last time they discussed anything with anyone from the public or politicians about the growth out there they could not even get any speed bumps. If you cannot mitigate the present traffic there, then how are you going to bring that much more traffic into the area.

Terri Eubanks, resident, stated she agrees with everyone else that this is a very bad idea in this quiet community. They moved out there to have the peace and quiet and country living without being way out in the country and if bringing this in, there goes the wildlife. One of the comments the Mayor said is that for someone to buy a piece of property and then have people tell you what you can and cannot do with it, you would not like it, well that goes the same with them. They bought their properties thinking it is going to be a low density residential area and are now being told he bought his piece and wants commercial in there because someone decided to make the land use commercial so he can do what he wants. Where are our rights; we bought our properties first, why cannot we have it that way. There are a lot of people that are going to be affected by this, it is not we are all miles away, it is only three miles from the mall. A few years ago she and her husband tried to get the county to re-strip Radio Road because there are no lights and at night you cannot see, and if you hit the edge of the road you are on the edge or you are going into the woods. They were told the county had it on their agenda to do, but there are no funds for it and now you want to bring in more traffic and if they use Radio Road, which they probably will because it is easier for them then to go all the way down 44 and turn, who is going to be paying for that? She stated this kind of property does not belong in this neighborhood.

Mayor Hurley stated for clarification everybody keeps saying yawl as in the city, but the city did not zone this commercial. He had someone call to say they were worried about the lights and he has driven down Poe. There is Sunrise ARC, this property, another residence and then the Forestry property and across the street nothing but trees. A lot of the conversation has been the heavy traffic and the impact, but they are not building the

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dealership there; they are parking overflow cars. He read one letter from ARC Sunrise Central Florida that said: "City of Leesburg Planning and Zoning, we understand that Lake Nissan has purchased a property on Poe Street behind our agency and would like to make use of the property by storing overflow car inventory. This letter is to acknowledge that the Sunrise ARC of Central Florida does not object to this usage and does not feel that we will be negatively impacted by the use of this land". So, they do not see an issue and his point was they have the road behind their buildings which are adjacent to this and you are going to have their lights on the road and then the light from the street.

Terri Eubanks stated the Sunrise ARC lights are low, not way bright, and the church is on a timer going out about 10:00 p.m. at night. She is picturing in her mind if he is having to put a buffer and wants to put cars there that they are going to have the tall lights, have security and everything.

Kasey Walker, resident, stated Twin Lakes park is at the end of Poe Street which is pretty well used; the bike trail and play grounds. People are out there every morning. She would argue about that lighting out there, because at 5:30 in the morning she often struggles to see because the lighting is very dim, if on at all at that hour. She is all for growth in a smart way, and wants Leesburg to be the gem of Lake County, not the dumping ground. She stated the increased traffic in the neighborhood would ruin the pedestrian and bike traffic, even just parking cars, because they have to drive them in and out and that is going to be hard on the folks that use the road as far as active lifestyles. There may be a few low paying jobs for washing cars out there but ultimately, if you approve this, it benefits one man and hurts several. She asked if the Commissioners would want this sort of project up the street from them.

Sheldon Walker, resident, stated he has worked car detail as a young man and college student and you cannot detail cars on sand or any type of dirt area; there is going to have to be some type pad placed in there. He also remembers many days leaving with torn up clothes due to the type of chemicals used. He asked where the water will be coming from, since this is in the county, there is no city water available, it is going to have to be a well and that puts a taxing on what is being used right now by the residents. He also has concerns with the wetlands.

Lowery Brown, resident, stated they own the 40 acres on the north side and also has roughly another 600 acres on the northeast side of 44 that goes all the way back to Haines Creek. He was very excited when Leesburg did the inter-local agreement with Lake County which allowed annexation without being contiguous because at some point he would like to annex into the city. He stated if they were able to annex in it would make his property more marketable under a PUD zoning, but as long as he lives it is probably going to remain a cattle farm; so there are no worries about a commercial use going in there, at least at this junction. When he first heard about this use he thought it was a good thing to be able to annex in, and was going to be a benefit, but he was looking at it strictly as a selfish basis, just like these folks are looking at a selfish basis from their standpoint, but there is nothing wrong with that. The City of Leesburg has to look at is what is in the best interest of Leesburg and he does not think anyone can tell the Commission what that is. He did submit a letter expressing he was in favor of this mainly because of the annexation. He does not see where this is going to be a major issue from the road standpoint because they will be on Radio Road.

Commissioner Bone asked Mr. Brown for clarification if he would entertain annexing his property into the City of Leesburg and Mr. Brown replied yes.

Frank Taylor, has lived in Leesburg since 1962, next door to this property which used to be his parents, and has lived in this area for 40 years. He owns another piece of property that runs back to the other side of the depression and Sunrise Workshop owns the rest of that property. He does not understand how we can get disapproval of the Planning and Zoning staff and the Planning and Zoning Commission and then you guys are still thinking about authorizing this.

Greg Beliveau, with LPG representing Lake Nissan, stated he would like to provide some rebuttal to some statements and will be brief because it touches on all three items; the annexation, comp plan amendment, as well as the SPUD. The annexation is allowed through the ISBA agreement and also Mr. Brown mentioned the possibility of annexing in his acreage to the north, and he hate to tell the neighbors but they also received inquiry on the 74 acres to the south. They have supplied letters from Mr. Brown, Sunrise ARC, and the 74 acre property has also stated they have no objection and are also looking at anticipation of contacting the City of Leesburg to annexing that property, which will be coming in as a residential development similar to what was done at Silver Lake. The reason for this is because looking at the area, the amount of density around us and from a planning context, it makes sense to put this commercial there because of the urbanized areas to the south, east, and north. The triangle, which the county designated in 2010 as commercial, went through two years of local planning agency workshops and also through two years of venting before it went to the County Commission. This property has been designated this way for now almost six years. With the annexation of Silver Lake and the 74 acres south, the proximity extension of city water and sewer it becomes more realistic and becomes more viable which is why they have actually sent them a proposal to go through this process. When folks mentioned the fact that it is all agricultural endeavors in the area, there are two churches, ARC, the Forest service, and also commercial so there are other uses out there other than just residential. In the SPUD they are restricted to dark sky lighting, they are going to be low lights, dark sky just like the lights that are in the neighborhood; they do not plan on lighting up the street making it all visually impacted to the neighborhood. Phase 1 is strictly parking cars, there are no car trucks and no semis here to load or unload. The only traffic would be bringing the cars from the mall to here as an overflow lot and what happens in the future past the detailing is anybody's guess. As to traffic counts, it is a high traffic volume because you are connecting Radio Road to the back way going to Eustis. The city controls the development out there, you will be able to control what it looks like and how it affects both the adjacent properties, but will also have the controlling factor because the county does not have design criteria's that the city is building into this. The county does not have those rules and regulations, so the city will be able to set the tenure and tone of how these properties annex in and this is just the first tract coming.

**FIRST READING OF AN ORDINANCE AMENDING THE COMPREHENSIVE
PLAN FUTURE LAND USE MAP FOR APPROXIMATELY 7.17 ACRES
(BAKICH NO. 2, LLC/LAKE NISSAN)**

MINUTES OF THE CITY COMMISSION MEETING MONDAY, FEBRUARY 8, 2016

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 7.17 ACRES, BEING GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD AND WEST OF RADIO ROAD, LYING IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY REGIONAL COMMERCIAL TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (Bakich No. 2, LLC/Lake Nissan)

Mayor Hurley requested comments from the Commission and the audience. There were none.

Mayor Hurley stated this will lay over to the next Commission meeting.

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 7.17 ACRES FROM LAKE COUNTY A TO SPUD (BAKICH NO. 2, LLC/LAKE NISSAN)

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 7.17 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD AND WEST OF RADIO ROAD, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 19, RANGE 25 EAST, FROM LAKE COUNTY A (AGRICULTURE) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR BAKICH NO.2, LLC; AND PROVIDING AN EFFECTIVE DATE (BAKICH NO. 2, LLC/LAKE NISSAN).

Mayor Hurley requested comments from the Commission and the audience. There were none.

Mayor Hurley stated this will lay over to the next Commission meeting.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CM Minner stated Commissioner Christian emailed earlier to say he could not attend this evening, but wanted to ask the Commission about a local resident with the Denver Broncos who won the Super Bowl. Leesburg has a local high school graduate, Danny

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Trevathan, who was on the Championship team who graduated from Leesburg High in 2008. Commissioner Christian wanted to ask if maybe we could put together a parade to kind of honor our Leesburg son; so if the Commission seems okay with this he will get back with the Commissioner to try to get something organized.

CM Minner stated staff would like to put together a presentation for the next meeting to update the Commission on the community center pool concept to be hopefully discussed later this year.

CM Minner also stated his office will be contacting each Commissioner with reference to scheduling some workshops on some other redevelopment issues; such as the rental ordinance, the paint ordinance, the bump out/sidewalk café, the façade, and landscape programs.

Mayor Hurley thanked all the citizens who came out this evening to speak on all the different issues and sharing their input. He stated their input will not go on deaf ears; the Commission definitely wants to try to make it the right thing for all parties involved.

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Dennison had nothing this evening.

Commissioner Bone stated on zoning issues, he had some preliminary discussions with the City Manager about overall zoning in the city and it kind of ties in a bit with this proposed annexation. He thinks there are some parcels in the city that are maybe outdated in their zoning which are slipping through that maybe should have been transitioned over to different uses. The Commission seems to be unified in the overall development standards and site standards but maybe those codes need to be updated and done relatively quickly. As we get more people making requests, he thinks we are fortunate that these are PUD request, and if it is not a PUD request then we do not have the opportunity to put these other conditions on the approvals, so thinks an update to our codes is needed. On another issue related to the city as a whole because we are a Lakefront City, but particularly to the Beverly Shores subdivision, he thinks there is opportunity for a little vision for the neighborhood. There is a piece of property, actually an old Grizzard property, that is about 2½ or 3 acres, lakefront with a couple canal inlets that was actually zoned, or has been zoned for a sea port in the past, and years ago used to be the boat club. **PZM Miller** believes there was a Planned Development Overlay placed on it several years ago for some condominiums with some boat slips underneath or something like that. **Commissioner Bone** stated it is banked owned, has been for sale a good while now, and with some foresight and vision, he thinks it would make a nice water front passive community park for the Beverly Shores area and could add another asset there to help stabilize home values; maybe bring home values up. He had some discussions with staff, of he has not mentioned this any other Commissioners, but cannot get this out of his mind that this would be beneficial to the city as a whole, but particularly to that neighborhood with some stabilization that it may need going forward. It has been kind of used as a park and there is a boat ramp. He asked if this might be something the Commission could consider looking into a little further.

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Commissioner Robuck agrees with Commissioner Bone on zoning and a specific issue he has had with zoning for a while, annexations in particular, is it looks like over time all the pockets of nice real estate were left out and the city annexed everything in and around them. Now we have these pockets of nice residential neighborhoods that have city water and get city services, our Fire department responds, and our Police respond but they are not in the city limits and he knows we cannot force people into the city. He took a tour with the Chamber of Commerce to Lakeland about a year ago, who had similar issues and what they did was 1) held an education campaign about the benefits of being in the city, which there are many, and 2) they used their water surcharge as a little bit of a prod, you know there is a surcharge for out of city residents to pay, but your water rate will come down if you annex into the city, as well as these other wonderful benefits. He thinks if we are going to talk about zoning and annexations, then we should look at the map and find all these little pockets that should be in Leesburg, that everyone thinks are in Leesburg, but are not really in Leesburg.

Mayor Hurley again thanked the Partnership for Mardi Gras and if you were at the parade you were a strong person because it was very wet and very cold. The floats were good and the participation was still wonderful with the volunteers that came out and it was still a noted event. He also thanked all the people who volunteered to make the event happen. Something to run by the Commission, about a couple years ago one of the things he pitched was partnering with the Lake County School Board when talk started about trying to find a place for the swimming pool and maybe putting the new swimming pool at the Leesburg High School. In the last couple weeks both he and the City Manager have had some conversations with school board members and one of the things looking at right now would be a couple tri-fold things; 1) they would let us put the swimming pool on their site at the high school, 2) they would take care of all the maintenance and upkeep of the properties around it, and 3) we would be responsible for the maintenance of the swimming pool itself just like we are right now. The high school would still obviously be able to use it as it being more convenient for them, plus track meets and things of that nature as we are looking at building more of a professional or Olympic style type swimming pool. In conjunction with that he asked them if they would give the city the proceeds from the sale of the Dabney property to put towards that and so far the ones he has spoken to have given a positive feel and their staff is working on that. Right now the school board has another piece of property for sale in Lady Lake and they said if we would let them use, he believes it is the old landfill area, for their Ag Center that they would give us the proceeds from that property. The city would be in essence right now the original pitch would be \$400,000 cash plus the land, so looking at buying land for the pool, this would put us in a partnership with the school and basically start out with \$800,000 from the school between the cash and the property. We would be in a partnership with them, they already have parking and all those kind of things, and there are a lot of things to work out, but he would just like to know if there is any interest of the Commission on possibly going forward with this with the high school so that staff is not wasting their time. **Commissioner Bone** thinks it is a great idea to have the school board partnership and also thought even mentioning it to Beacon College possibly if they would be interested in some sort of a partnership with their students having a facility too. **Mayor Hurley** asked the rest of the Commission and they were in agreement. Mayor Hurley asked the City Manager to continue and **CM Minner** stated staff will make that part of the update for the next meeting. **Commissioner Bone** stated also Lake Sumter College, this could be a community effort between the school board, the city, Lake

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Sumter and maybe even Beacon College to partner up because all of them could make use of an Olympic size swimming pool and be able to have competitions. Mayor Hurley stated there is a new principal at Leesburg High School this year, and he sat down with him and he has some wonderful ideas. One the big hits that has been for Leesburg High School was the Electric Lineman Program we have there and now he is energized on that fact and wants to do that on other things; he is looking at working with Emery Riddle trying to get a program at the high school in conjunction with the airport. The new principal has some really good program ideas and then if things go well, there is only going to be two schools and Leesburg is being cited as one of the schools for the IB Program which will really help us start drawing people in who are really wanting to look at education for their children. Mayor Hurley thinks these are all positive and encouraged the Commissioners if they get an opportunity to swing by and met the new principal; he thinks you will be very impressed.

ADJOURN:

Commissioner Bone moved to adjourn the meeting and Commissioner Dennison seconded the motion. The meeting adjourned at 8:39 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Robuck, Horace Danforth		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Leesburg City Council	
MAILING ADDRESS 610 E Main St		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Leesburg	COUNTY Lake	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 2/8/16		NAME OF POLITICAL SUBDIVISION: Leesburg	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Horace Danforth Robuck III, hereby disclose that on February 8th, 20 16.

(a) A measure came or will come before my agency which (check one)

☒ inured to my special private gain or loss;

☐ inured to the special gain or loss of my business associate, _____

☐ inured to the special gain or loss of my relative, _____

☐ inured to the special gain or loss of _____, by whom I am retained; or

☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Second reading of an ordinance rezoning approximately 2.27 acres generally located west of North Canal Street and north of Highlands Avenue from R-3 (High Density Residential) to SPUD (Small Planned Unit Development) (Veterans Village).

Ro-Mac Lumber & Supply, Inc., of which I am an owner, owns the property being rezoned. Ro-Mac has the property under contract to sell to Habitat for Humanity of Lake-Sumter Florida, Inc. The rezoning is a condition of the contract to sell the property.

2/9/16

Date Filed

HDRobuck III
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUND'S FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: June 13, 2016

From: Mike Thornton, Purchasing Manager
for DC Maudlin, Public Works Director

Subject: Purchase request for a SCADA software system

Staff Recommendation:

Staff recommends award of Invitation to Bid 160331 and approval of the purchase to Sanders Company for Supervisory Control and Data Acquisition (SCADA) software (VTScada) for the amount of \$58,611.17.

Analysis:

The water, waste water, and gas utilities use a SCADA system to remotely monitor and control the utility infrastructure. The remote monitoring can be used to determine if problems exist and the overall 'health' of each of the systems. The system can also be used to send signals to Remote Terminal Units causing actions to be performed by equipment; actions such as opening or closing valves or starting and stopping equipment. This purchase will provide the last four components of a SCADA system discussed here. The first three components already exist and no replacement or upgrade is necessary.

A SCADA system usually consists of the following subsystems:

- Remote terminal units (RTUs) connect to sensors in the process and convert sensor signals to digital data. They have telemetry hardware capable of sending digital data to the supervisory system, as well as receiving digital commands from the supervisory system.
- Programmable logic controller (PLCs) connect to sensors in the process and convert sensor signals to digital data. PLCs have more sophisticated embedded control capabilities than RTUs. PLCs do not have telemetry hardware, although this functionality is typically installed alongside them. PLCs are sometimes used in place of RTUs as field devices because they are more economical, versatile, flexible, and configurable.
- A telemetry system is typically used to connect PLCs and RTUs with control centers, data warehouses, and the enterprise. The City uses wireless telemetry consisting of both licensed and unlicensed radio and cellular.
- A data acquisition server is a software service which uses industrial protocols to connect software services, via telemetry, with field devices such as RTUs and PLCs. It allows computer clients to access data from these field devices using standard protocols.
- A human-machine interface or HMI is the apparatus or device which presents processed data to a human operator, and through this, the human operator monitors and interacts with the process. The HMI is a computer client that requests data from a data acquisition server

or in most installations the HMI is the graphical user interface for the operator, collects all data from external devices, creates reports, performs alarming, sends notifications, etc.

- A historian is a software service which accumulates time-stamped data, events, and alarms in a database which can be queried or used to populate graphic trends in the HMI. The historian is a computer client that requests data from a data acquisition server.
- A supervisory (computer) system, gathering (acquiring) data on the process and sending commands (control) to the SCADA system.

This software purchase will allow for the replacement of the existing outdated software from Honeywell Experian PKS. The existing Honeywell system must be replaced because it is not compatible with the current version of the computer operating systems (PCs and Servers) used by the City. The current system is no longer supported by Honeywell and does not support the addition of new equipment.

The purchase of the software is one component of a three-part upgrade. Software is the first component. A separate item on this agenda requests approval of services from Vyper Automation, LLC to assist the City in implementing and configuring the new software. The third component is the purchase of some new hardware/servers the software will run on. The hardware cannot be specified or configured until the software system is known.

Procurement Analysis:

Using very detailed specifications provided by the requesting department the Purchasing Division issued Invitation to Bid 160331. On June 6, 2016 two sealed bids were received. Those bids are summarized here. A Detailed Final Bid Tabulation is attached for your review.

Summary of Bids

- Sanders Company - \$58,611.17
- Trihedral, Inc. - \$61,636.76

Staff have reviewed the bids submitted and determined both to be responsive and responsible. Sanders Company has submitted the lowest priced bid and therefore should be awarded the bid and purchase.

Options:

1. Approve the bid award and purchase to Sanders Company for \$58,611.17; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The department has budgeted a total of \$150,000 for the upgrade to the SCADA system. This purchase of \$58,611.17 combined with the services purchase of \$35,555.56 will leave \$55,833.27 to be used for the purchase of the necessary computer hardware. The \$55,833.27 will be sufficient to cover the hardware needed for the upgrade. That purchase will be presented to commission for approval should the purchase cost exceed \$25,000.00.

Submission Date and Time: 6/9/2016 3:48 PM

<p>Department: <u>Public Works/Gas</u></p> <p>Prepared by: <u>Mike Thornton</u></p> <p>Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/></p> <p>Dates: _____</p> <p>Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u>044-4099-535.64-10</u></p> <p><u>043-3099-533.64-10</u></p> <p><u>042-2099-532.64-10</u></p> <p>Project No. <u>440003</u></p> <p><u>430003</u></p> <p><u>410003</u></p> <p>WF No. <u>WF1012289 / 001</u></p> <p><u>WF1012294 / 001</u></p> <p><u>WF1011881 / 001</u></p> <p>Req No. <u>48018</u></p> <p>Budget <u>\$150,000.00</u></p> <p>Available <u>\$150,000.00</u></p>
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**** Notice of Recommendation for Award ****

Date: **June 6, 2016**
Bid No. & Title: **160331 – SCADA Software Purchase**
Buyer: **Mike Thornton, Purchasing Manager**
Commission Meeting: **June 13, 2016 at 5:30 PM**

I will be recommending the following award for the purchase of Supervisory Control and Data Acquisition (SCADA) software to our City Commission at their regular meeting on June 13, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **Sanders Company**
2816 S.E. Monroe Street
Stuart, FL 34997

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.



Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | Fax: (352)326-6618 | purch@leesburgflorida.gov
www.leesburgflorida.gov

Vendor		Sanders Company	Trihedral, Inc.
Location		Stuart, FL	Orlando, FL
ITEM	ITEM DESCRIPTION	Quoted Unit Cost	Quoted Unit Cost
1	SOFTWARE PURCHASE/INITIAL LICENSE (First Year)	\$58,611.17	\$61,636.76
Software Product Quoted		VTScada	VTScada
TOTAL BASE BID AMOUNT		\$58,611.17	\$61,636.76
ADDITIONAL BID ITEMS			
AO1	Annual Support Maintenance & Upgrades	\$8,846.25	\$8,846.25
SEALED BID RESPONSIVENESS REVIEW SUMMARY			
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES
General Vendor Information		YES	YES
Schedule of Bid Items		YES	YES
Bidders Certification		YES	YES
Exceptions Taken		NO	YES
Acknowledgement of Addenda		YES	NO
Claims Local Vendor Preference		NO	NO
Bid Certification Signatures		YES	YES
Statement of Experience		YES	YES
Feature Function Questionnaire		YES Affirmative Replies	YES Affirmative Replies

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO
Purchasing Manager



AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: June 13, 2016

From: Mike Thornton, Purchasing Manager
For DC Maudlin, Public Works Director

Subject: Purchase request for services related to the installation, implementation, and configuration of SCADA software

Staff Recommendation:

Staff recommends approval of the purchase request to Vyper Automation, LLC for 40 business days of services for a total amount of \$35,555.60.

Analysis:

This purchase request will be needed should Commission approve the purchase of the SCADA software requested in this Agenda. The City will use the expertise of Vyper Automation, LLC to install and configure the new SCADA software.

The City is upgrading from a very, very old Honeywell system. The new system is significantly more robust and has many more features and capabilities. Vyper will work with the City to implement the new system in order to take advantage of its features and functionality. Staff will also be creating new 'screens' and reconfiguring existing ones to better visually present the utility systems and the data.

Vyper will assist staff in bringing the new Plantation water plant on-line on the SCADA system. The installation of the software will coincide with the completion of the water plant.

Procurement Analysis:

The City has an existing Master Agreement (Resolution 9382) with Vyper Automation, LLC to provide a set number of hours of support for the SCADA systems. This purchase will be in addition to the base hours at the contracted daily rate of \$888.89 per day.

Options:

1. Approve the purchase to Vyper Automation, LLC for a total of \$35,555.60; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The department has budgeted a total of \$150,000.00 for the overall project. Following purchase of the software (\$58,611.17) there are sufficient funds available for this purchase.

Submission Date and Time: 6/9/2016 3:48 PM

<p>Department: <u>Public Works / Gas</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____</p>	<p>Account No. <u>044-4099-535.64-10</u> <u>043-3099-533.64-10</u> <u>042-2099-532.64-10</u> Project No. <u>440003</u> <u>430003</u> <u>410003</u> WF No. <u>WF1012289 / 001</u> <u>WF1012294 / 001</u> <u>WF1011881 / 001</u> Req No. <u>48338</u> Budget <u>\$150,000.00</u> Available <u>\$150,000.00</u></p>
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AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: June 13, 2016

From: Mike Thornton, Purchasing Manager

Subject: Resolution approving the final ranking of the firms responding to Request for Qualification 160263 for architectural services related to the West Leesburg Neighborhood Resource Center

Staff Recommendation:

Staff recommends approval of the final ranking of firms following interviews with the top ranked firms. That ranking is as follows:

Rank	Firm Name
1	CPH, Inc.
2	Bentley Architects & Engineering
3	Powell Studio Architecture
4	Borelli & Partners, Inc.

Analysis:

The City issued Request for Qualification (RFQ) 160263 for the acquisition of professional architectural services for the West Leesburg Neighborhood Resource Center (WLNRC). The City issued the RFQ and facilitated the process in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA).

Statements of Qualification were received from nine firms. Each of the submittals were evaluated by the evaluation committee according to the evaluation criteria provided in the RFQ package. Following the first round of evaluations the committee created a final ranking and short list as required by statute. The ranking for all 9 firms submitting a response are:

Rank	Firm Name
1	Powell Studio Architecture
2	Bentley Architects & Engineering
3	CPH, Inc.
3	Borelli & Partners, Inc.
5	KZF Design, LLC
6	KTH Architects, Inc.
7	Architecture Studio, Inc.
8	Forefront Architecture and Engineering
9	Steven E. Hutchins Architects, Inc.

The Committee requested the top three ranked firms be invited for interviews. There was a tie for the third position so a total of four firms were invited. All four firms accepted the invitation for a 90-minute interview. The list of questions, or discussion points, each firm was required to address during the interview is attached for your review.

Following the interviews, the Evaluation Committee completed a final ranking by assigning a ranking of 1 through 4 to each firm. Those rankings were totaled resulting in a final overall ranking as previously listed.

Procurement Analysis:

The Request for Qualification process was conducted in accordance with Florida Statute 287.055. Per statute the Committee has created the final ranking. The Purchasing Division has started negotiations with the top ranked firm on the Scope of Work and professional fee. Should negotiations breakdown with the top ranked firm, negotiations will be ended and staff will begin negotiations with the second ranked firm. If negotiations with the second ranked firm are unsuccessful negotiations with the third ranked firm will be initiated.

Staff is confident reaching an agreement with CPH, Inc. will be successful. At a future meeting, purchasing will present the negotiated professional services agreement to Commission for consideration of approval.

Options:

1. Approve the final ranking submitted by the Committee as required; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This item carries not fiscal impact.

Submission Date and Time: 6/9/2016 3:48 PM

Department: <u>Finance Department</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u>NA</u> Project No. <u>NA</u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA APPROVING THE FINAL RANKING OF
FIRMS RESPONDING TO REQUEST FOR QUALIFICATIONS
160263 - ARCHITECTURAL SERVICES FOR THE WEST
LEESBURG NEIGHBORHOOD RESOURCE CENTER; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Purchasing Division issued Request for Qualifications 160263 for architectural services related to the West Leesburg Neighborhood Resource Center.

WHEREAS, the Purchasing Division facilitated the issuance of the solicitation, acceptance of the responses, evaluation of the responses, the initial ranking and final ranking of the firms in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act.

WHEREAS, the evaluation committee has come to a consensus on the Final Ranking of Firms and that ranking is as follows:

Rank	Firm Name
1	CPH, Inc.
2	Bentley Architects & Engineering
3	Powell Studio Architecture
4	Borelli & Partners, Inc.
5	KZF Design, LLC
6	KTH Architects, Inc.
7	Architecture Studio, Inc.
8	Forefront Architecture and Engineering
9	Steven E. Hutchins Architects, Inc.

WHEREAS, the Purchasing Division requests the City Commission accept and approve the Final Ranking of Firms stated here.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF LEESBURG, FLORIDA:**

THAT the City Commission accept and approve the Final Ranking of Firms as stated in this resolution.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of June 2016.

Mayor

ATTEST: _____
City Clerk



Purchasing Division

204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 | e-mail purch@leesburgflorida.gov

**** NOTIFICATION OF FINAL RANKING ****

Date: **May 31, 2016**
Solicitation No. & Title: **160263 – Architectural Services – West Leesburg Neighborhood Resource Center**
Buyer: **Mike Thornton, Purchasing Manager**

The City of Leesburg Evaluation Committee for the noted Request for Qualifications (RFQ) has completed the interviews with the top 3 ranked firms. Following interviews with each of the firms, the Evaluation Committee has come to a consensus on their final ranking. The Final Ranking is as follows:

Ranking	Company Name
1	CPH, Inc.
2	Bentley Architects & Engineering
3	Powell Studio Architecture
4	Borelli & Partners, Inc.

In accordance with Florida Statute 287.055 the City will begin negotiations of the Scope of Services and professional fee with the top ranked firm. Should the City and top ranked firm be unsuccessful in negotiating an agreement, negotiations will be ended and the City shall move the next ranked firm.

Interested parties are reminded the restriction on communications regarding this solicitation with any other City employee or representative other than myself is in effect. This restriction will not be lifted until after the Commission takes action on the recommendation at their meeting.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton, CPPO
Purchasing Manager



Purchasing Division

204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 | e-mail purch@leesburgflorida.gov

**** NOTIFICATION OF RANKING ****

****REVISED****

Date: **May 5, 2016**
Solicitation No. & Title: **160263 – Professional Architectural Services - WLNRC**
Procurement Rep.: **Mike Thornton, CPPO – Purchasing Manager**

The City of Leesburg Evaluation Committee for the above subject solicitation has come to a consensus on the ranking of firms responding to solicitation number 160213. The ranking following evaluation of written proposals submitted is as follows:

Ranking	Firm Name
1	Powell Studio Architecture
2	Bentley Architects & Engineering
3	CPH, Inc.
3	Borelli & Partners, Inc.
5	KZF Design, LLC
6	KTH Architects, Inc.
7	Architecture Studio, Inc.
8	Forefront Architecture and Engineering
9	Steven E. Hutchins Architects, Inc.

An Evaluation Committee has completed their evaluation of the submissions in accordance with the evaluation elements (criteria) detailed in Section 3 of the solicitation. The results of the evaluation are attached. For each response evaluated, numerical scores assigned by each evaluator were converted to a ranking. The rankings for each firm were totaled and then converted to an overall ordinal score. Each firm was then assigned an overall ranking based on the overall ordinal score.

At a properly noticed public meeting on April 28, 2016 at 1:30 PM, the Evaluation Committee discussed the scoring tabulation and reviewed individual scoring. This review and discussion did not result in any changes to the evaluators scoring. Each member of the Evaluation Committee confirmed their individual scoring and rankings were final. The Evaluation Committee also agreed they were in consensus with the final overall ranking of the firms. Therefore, the ranking provided here is the final ranking following evaluation of the written proposals.

The committee has directed the Purchasing Division to schedule interviews with the top 3 ranked firms; Powell Studio Architecture, Bentley Architects & Engineering, Powell Studio Architecture, CPH, Inc. and Borelli & Partners, Inc.

Should you have any questions regarding this notice, please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

A handwritten signature in black ink that reads "Mike Thornton".

Mike Thornton, CPPO
Purchasing Manager

attachment

"Consensus" Summary of Rankings **REVISED** RFP 160263 - Professional Architectural Services - WLNRC									
Vendor Name	OVERALL TOTALS			Evaluator 1		Evaluator 2		Evaluator 3	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank
ARCHITECTURE STUDIO, INC.	7	21	1648	461	7	442	8	745	6
BENTLY ARCHITECTS & ENGINEERS	2	7	2200	635	2	790	1	775	4
BORRELLI & PARTNERS, INC.	3	12	2023	474	6	675	4	875	2
CPH, INC.	3	12	2049	540	3	785	2	725	7
FOREFRONT ACHITECTURE & ENG.	8	23	1489	352	9	532	6	605	8
KTH ARCHITECTS, INC.	6	15	1820	476	5	589	5	755	5
KZF DESIGN LLC	5	13	1912	517	4	520	7	875	2
POWELL STUDIO ARCHITECTURE	1	5	2277	665	1	735	3	877	1
STEVEN E. HUTCHINS ARCHITECTS, INC.	9	26	1291	418	8	363	9	510	9

* An error in the detailed scoring formula for Evaluator 1 has resulted in a change to the overall rankings. Above is the revised Summary of Rankings based on correcting the formula error.

DETAILED EVALUATOR SCORING **CORRECTED**
RFP 160263 -Professional Architectural Services - WLNRC

	Weight	Eval. 1		Eval. 2		Eval. 3	
		Score	Points	Score	Points	Score	Points
ARCHITECTURE STUDIO, INC.		461		442		745	
Project Approach - Section A	40	2.90	116	2.75	110	4.00	160
Qualifications and Experience of project team - Section B	45	2.50	113	2.50	113	5.00	225
Qualifications and Experience of Firm - Section B	30	2.50	75	2.50	75	4.00	120
Project References of Firm and Project Team - Section B	45	2.50	113	2.40	108	4.00	180
Overall Impression of Firm & Qualifications	15	3.00	45	2.40	36	4.00	60
Local Vendor Preference (5, 2 or 0 points)			0		0		0
BENTLY ARCHITECTS & ENGINEERS		635		790		775	
Project Approach - Section A	40	3.50	140	4.60	184	4.00	160
Qualifications and Experience of project team - Section B	45	3.80	171	4.50	203	5.00	225
Qualifications and Experience of Firm - Section B	30	3.80	114	4.40	132	5.00	150
Project References of Firm and Project Team - Section B	45	3.50	158	4.50	203	4.00	180
Overall Impression of Firm & Qualifications	15	3.50	53	4.60	69	4.00	60
Local Vendor Preference (5, 2 or 0 points)			0		0		0
BORRELLI & PARTNERS, INC.		474		675		875	
Project Approach - Section A	40	4.00	160	4.00	160	5.00	200
Qualifications and Experience of project team - Section B	45	2.90	131	3.80	171	5.00	225
Qualifications and Experience of Firm - Section B	30	3.10	93	3.50	105	5.00	150
Project References of Firm and Project Team - Section B	45	1.00	45	4.00	180	5.00	225
Overall Impression of Firm & Qualifications	15	3.00	45	3.90	59	5.00	75
Local Vendor Preference (5, 2 or 0 points)			0		0		0
CPH, INC.		540		785		725	
Project Approach - Section A	40	2.80	112	4.50	180	5.00	200
Qualifications and Experience of project team - Section B	45	3.00	135	4.50	203	5.00	225
Qualifications and Experience of Firm - Section B	30	3.80	114	4.40	132	4.00	120
Project References of Firm and Project Team - Section B	45	2.90	131	4.50	203	3.00	135
Overall Impression of Firm & Qualifications	15	3.20	48	4.50	68	3.00	45
Local Vendor Preference (5, 2 or 0 points)			0		0		0
FOREFRONT ACHITECTURE & ENG.		352		532		605	
Project Approach - Section A	40	1.90	76	3.70	148	5.00	200
Qualifications and Experience of project team - Section B	45	2.00	90	2.90	131	3.00	135
Qualifications and Experience of Firm - Section B	30	2.00	60	2.50	75	3.00	90
Project References of Firm and Project Team - Section B	45	2.00	90	2.90	131	3.00	135
Overall Impression of Firm & Qualifications	15	2.40	36	3.20	48	3.00	45
Local Vendor Preference (5, 2 or 0 points)			0		0		0

DETAILED EVALUATOR SCORING **CORRECTED**
RFP 160263 -Professional Architectural Services - WLNRC

	Weight	Eval. 1		Eval. 2		Eval. 3	
		Score	Points	Score	Points	Score	Points
KTH ARCHITECTS, INC.		476		589		755	
Project Approach - Section A	40	2.00	80	2.90	116	5.00	200
Qualifications and Experience of project team - Section B	45	2.90	131	3.80	171	4.00	180
Qualifications and Experience of Firm - Section B	30	2.90	87	3.80	114	4.00	120
Project References of Firm and Project Team - Section B	45	3.00	135	3.00	135	4.00	180
Overall Impression of Firm & Qualifications	15	2.90	44	3.50	53	5.00	75
Local Vendor Preference (5, 2 or 0 points)			0		0		0
KZF DESIGN LLC		517		520		875	
Project Approach - Section A	40	2.20	88	3.10	124	5.00	200
Qualifications and Experience of project team - Section B	45	3.10	140	3.20	144	5.00	225
Qualifications and Experience of Firm - Section B	30	3.20	96	2.90	87	5.00	150
Project References of Firm and Project Team - Section B	45	3.20	144	2.70	122	5.00	225
Overall Impression of Firm & Qualifications	15	3.30	50	2.90	44	5.00	75
Local Vendor Preference (5, 2 or 0 points)			0		0		0
POWELL STUDIO ARCHITECTURE		665		735		877	
Project Approach - Section A	40	4.00	160	4.00	160	5.00	200
Qualifications and Experience of project team - Section B	45	3.70	167	4.00	180	5.00	225
Qualifications and Experience of Firm - Section B	30	3.70	111	4.40	132	5.00	150
Project References of Firm and Project Team - Section B	45	3.60	162	4.30	194	5.00	225
Overall Impression of Firm & Qualifications	15	4.20	63	4.50	68	5.00	75
Local Vendor Preference (5, 2 or 0 points)			2		2		2
STEVEN E. HUTCHINS ARCHITECTS, INC.		418		363		510	
Project Approach - Section A	40	1.00	40	2.10	84	3.00	120
Qualifications and Experience of project team - Section B	45	2.80	126	2.20	99	3.00	135
Qualifications and Experience of Firm - Section B	30	2.80	84	2.00	60	3.00	90
Project References of Firm and Project Team - Section B	45	2.80	126	2.00	90	3.00	135
Overall Impression of Firm & Qualifications	15	2.80	42	2.00	30	2.00	30
Local Vendor Preference (5, 2 or 0 points)			0		0		0

RFQ 160263 – Architectural Services

Interview Questions

Your firm will have 90 minutes to address the following discussion points and present any other relevant information to the Evaluation Committee. It will be your responsibility to insure each of the points are discussed.

1. Discuss your firms understanding of this project and the purpose of the West Leesburg Neighborhood Resource Center.
2. This project is a project to serve the West Leesburg Community. Discuss your firms experience with public (government) projects where input from the community was solicited.
 - a. Describe how you would involve the community, community leaders, and stakeholders in providing their desired elements and function of the resource center.
3. The anticipated budget for this project has been presented as \$1.2 million dollars. Discuss your firms experience and approach in designing to a budget? What would be your approach to this project and the budget?
 - a. What is your firms understanding of local construction costs, specific to Leesburg or Lake County?
4. Discuss your firms' willingness and ability to attend meetings and requests from the City.
5. Discuss your experience with the Construction Manager at Risk (CM as General Contractor) project delivery method that will be used on this project.
 - a. Discuss the challenges for all parties (owner, CM/GC, and architect) in order for this project delivery method to be successful.
6. Discuss your approach to determining the location of the Resource Center on the site.
7. Based on your firms' experience, and the experience of your team, discuss the keys to the successful design and construction of the West Leesburg Neighborhood Resource Center.



AGENDA MEMORANDUM

Item No: 5.B.4.

Meeting Date: June 13, 2016

From: Mike Thornton, Purchasing Manager

Subject: Resolution approving acceptance of the sole proposal for the City's splash pad design-build project

Staff Recommendation:

Staff recommends authorizing acceptance of the sole response to the City's Request for Proposal 160372 and directing staff to work with the sole respondent, Wiseman Ventures, LLC in developing the final design and ultimately an agreement for the design and construction of the splash pad.

Analysis:

The City issued a RFP soliciting companies to provide proposals for the design and build of the City's splash pad at Rogers Park. Design-Build is a project delivery method whereby the City provides a minimum design criteria package prepared by a design professional. The minimum design criteria package is included in the RFP. Companies interested in responding to the RFP will then partner with another company to provide the design or the construction services depending on what the submitting firm can provide, design or construction. This partnership is usually referred to as a Design Build Services Team (DBST).

The DBST will use the minimum design criteria package as guidance in developing their conceptual plan and pricing. The City then uses an evaluation plan to evaluate the responses to the Request for Proposal. Once the City has identified the top ranked response they will begin working with that company to develop a final design and cost. Once a final cost is reached an agreement between the City and the company is executed.

Procurement Analysis:

The Purchasing Division issued RFP 160372 for the Splash Pad Design-Build on May 2, 2016. The bid opportunity was advertised in the Orlando Sentinel as well as being posted on-line at Public Purchase. The City also directly notified 13 companies directly by electronic mail. On June 2, 2016 the City received one response.

The sole response was from Wiseman Ventures, Inc. (aka Wiseman Pools), a company located on 1517 W. Main Street, Leesburg, Florida 34748.

Whenever no responses or in this case a single response is received, purchasing staff will pole the potential respondents to determine why more response were not received. Purchasing conducted this pole and some of the responses are listed here:

- "Our company does not respond to design-builds",

- "The project is underfunded",
- "We don't work in the Leesburg area",
- "We are too busy and cannot take on any projects right now",
- "Design builds take too much resources for work that may not materialize".

Wiseman Ventures submitted the following PRELIMINARY pricing as requested by the terms of the RFP. Each preliminary design is attached to this memorandum for your review. One design does not have a central feature while the other, second design, does have a central feature.

- Design with NO central feature - \$338,200.00
- Design with a central feature - \$361,200.00

Staff recommends approving the acceptance of the single proposal from Wiseman Ventures, Inc. The other alternative would be to pay an engineer to complete a full design of the project and then issue an Invitation to Bid as designed awarding to the lowest bidder. The process would add about another 90-days before an award could be made and would provide no benefit or the guarantee of receiving other responses.

Wiseman Ventures, Inc. is a qualified and experienced company holding a Building Contractor license. They submitted all the information requested in a complete response package. They have experience with interactive splash pads and fountains as well as many commercial pool installations.

If approved staff will begin working with Wiseman to develop a final design and cost.

Options:

1. Approve acceptance of the sole response and approve staff to work with Wiseman Ventures, Inc. to develop a final design and cost; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This action carries no financial impact. Once a final design and cost is negotiated a contract will be brought back to commission for approval.

Submission Date and Time: 6/9/2016 3:48 PM

Department: <u>Finance Dept./ Purchasing</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <u>Not Required</u> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>NA</u> Project No. <u>NA</u> WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA APPROVING ACCEPTANCE OF THE PROPOSAL SUBMITTED FOR REQUEST FOR PROPOSAL 160372 SPLASH PAD DESIGN BUILD AND DIRECTING STAFF TO NEGOTIATE WITH THE SOLE RESPONDENT WISEMAN VENTURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Purchasing Division issued Request for Proposal 160372 for the splash pad design-build project at Rogers Park and requesting responses to the solicitation.

WHEREAS, the Purchasing Division properly noticed and advertised Request for Proposal 160372 to insure maximum participation and competition.

WHEREAS, on the appointed date the Purchasing Division received only one sealed response to Request for Proposal 160372.

WHEREAS, the sole respondent submitted a complete and responsive submittal and is properly licensed and holds the necessary experience.

WHEREAS, cancelling and reissuing another solicitation, either a RFP or Bid, would serve only to delay the start and completion of this project.

WHEREAS, the Purchasing Division requests the City Commission accept the sole response from Wiseman Ventures, Inc. and authorize staff to begin negotiation of a final design and cost.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission accept the sole response from Wiseman Ventures, Inc. and authorize staff to begin negotiation of a final design and cost.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

General Vendor Information			
Company Name:	Wiseman Ventures, Inc. (Wiseman Pools)		
Physical Address:	1517 W Main Street Leesburg FL. 34748		
Mailing Address:	1517 W Main Street Leesburg FL. 34748		
Phone No.:	352-431-3766	FEIN No.:	20-8102745
Email Address:	shawn@wisemanpools.com		
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent		No. of Years in Business:	10
No. of Personnel Currently Employed:	6	No. of Personnel Available for this Project:	8
Principal Name		Title	
J. Shawn Wiseman		President	
Describe the type of work normally performed by your company: We build both residential and commercial Pools, spas, fountains & water features			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	Shawn Wiseman
Title:	President
Address:	1517 W Main Street Leesburg FL. 34748
Phone No.:	352-431-3766
	Mobile Phone No.: 321-239-3462
Email Address:	

RESPONDENT'S CERTIFICATION

- I have carefully examined the solicitation document, instructions, General and/or Special Conditions, Specifications, the Proposal submitted and any other documents accompanying or made a part of this solicitation.
- I hereby promise to furnish the goods or services specified in the solicitation. I agree that my proposal will remain firm for the period established in the solicitation document in order to allow the City adequate time to evaluate the proposal and make award. Furthermore, I agree to abide by all conditions of the solicitation.
- I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.
- I further certify this proposal is submitted bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.


NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

X I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)



ADDENDUM ACKNOWLEDGMENT

☐ No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

1517 W Main St. Leesburg FL. 34748

- ☒ **My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
"Tier I Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- ☐ **My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
"Tier II Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- ☐ **My Firm does not qualify as a local vendor**

CERTIFICATION SIGNATURES (this section must be signed and completed.)

Wiseman Ventures, Inc.
Name of Business

352-431-3766
Telephone Number

By: 
Signature

shawn@wisemanpools.com
e-mail Address

J. Shawn Wiseman
Printed Name

1517 W main St.
Mailing Address

President
Title

Leesburg FL. 34748
City, State, Zip Code

Pricing No. 1- Design without a Central Feature

RESPONDENTS NAME: Shawn Wiseman / Wiseman Pools

ITEM DESCRIPTION	Cost
Splash Pad	
Splash Pad- pump, filtration, piping and installation	\$ 103,000. ⁰⁰
Splash Pad- toys and flush mounted jets/fountains	\$ 76,000. ⁰⁰
Splash Pad- surfacing (EPDM)	\$ 0
6' Overspray Zone- gray concrete	\$ 10,000. ⁰⁰
Splash Park Sign	\$ 4,000. ⁰⁰
Foot and Body Shower	\$ 2,500. ⁰⁰
Filtration Enclosure- stainless steel frame with lockable	\$ 12,500. ⁰⁰
Security & Safety	
Lightning Protection	\$ 13,000. ⁰⁰
Fencing & Gate	\$ 15,000. ⁰⁰
Utilities	
Utility Connections	\$ 3,000. ⁰⁰
Other Costs	
Design & Permitting Services	\$ 5,500. ⁰⁰
General Conditions	\$ 20,000. ⁰⁰
Payment & Performance Bond 110%	\$ 6,500. ⁰⁰
Overhead & Profit	\$ 67,200. ⁰⁰
Total	\$ 338,200. ⁰⁰

Pricing No. 2 – Design with a Central Feature

RESPONDENTS NAME: Shawn Wiseman / Wiseman Pools

ITEM DESCRIPTION	Cost
Splash Pad	
Splash Pad- pump, filtration, piping and installation	\$ 106,000. ⁰⁰
Splash Pad- toys and flush mounted jets/fountains	\$ 95,000. ⁰⁰
Splash Pad- surfacing (EPDM)	\$ 0
6' Overspray Zone- gray concrete	\$ 10,000. ⁰⁰
Splash Park Sign	\$ 4,000. ⁰⁰
Foot and Body Shower	\$ 2,500. ⁰⁰
Filtration Enclosure- stainless steel frame with lockable	\$ 12,500. ⁰⁰
Security & Safety	
Lightning Protection	\$ 13,000. ⁰⁰
Fencing & Gate	\$ 15,000. ⁰⁰
Utilities	
Utility Connections	\$ 3,000. ⁰⁰
Other Costs	
Design & Permitting Services	\$ 5,500. ⁰⁰
General Conditions	\$ 20,000. ⁰⁰
Payment & Performance Bond 110%	\$ 6,500. ⁰⁰
Overhead & Profit	\$ 68,200. ⁰⁰
Total	\$ 361,200. ⁰⁰



June 1st, 2016

To Whom It May Concern;

Here is a list commercial projects that we have completed in the past 5 years or less. Please give me a call with any questions on anything at all.

Interactive Splash Pad at The Contemporary Resort, Disney. Multiple large above ground interactive features & many in-ground water spays including a maze.

Cypress Cove community pool. We remodeled the existing pool deck and corrected the level of the pool. It was out of level from one corner diagonally to the opposite corner by 8". We re plastered and re tiled the pool after correcting the pool beam & gutter. We also constructed a new spa and equipment set. Contact Andrew Nut @ 352-308-6127

Ocala - HUD owned low income apartment complex. We raised the floor in the deep end of the pool from 8' to 5' deep, re plastered & re tiled the pool, rebuilt the pool equipment, repaired cracks & filled voids in the existing concrete pool deck the retextured & painted everything to match.

We built a commercial pool for the Travel lodge on International Drive approximately 2 years ago. New Construction Villages of Parkwood. We built a new community pool & spa behind the community club house

We built the pool; spa & a fountain in the entrance for the Holiday Inn on Hotel plaza blvd. in Lake Buena Vista

Jeff Meyers with Signature Construction, GC 352-787-8168 I have built a handful of commercial pools with Jeff including a couple of pools for the villages a while ago and a 5,000 sqft. in the beginning of 2013 for the Florida Elks Youth Camo in Umatilla fl.

Montverde Academy We built a fountain in their main court yard and a 5,400 sqft. lap pool (25 meter)

We constructed two separate smaller commercial pools for two separate retirement communities in Clermont & Brandenton for the same contractor.



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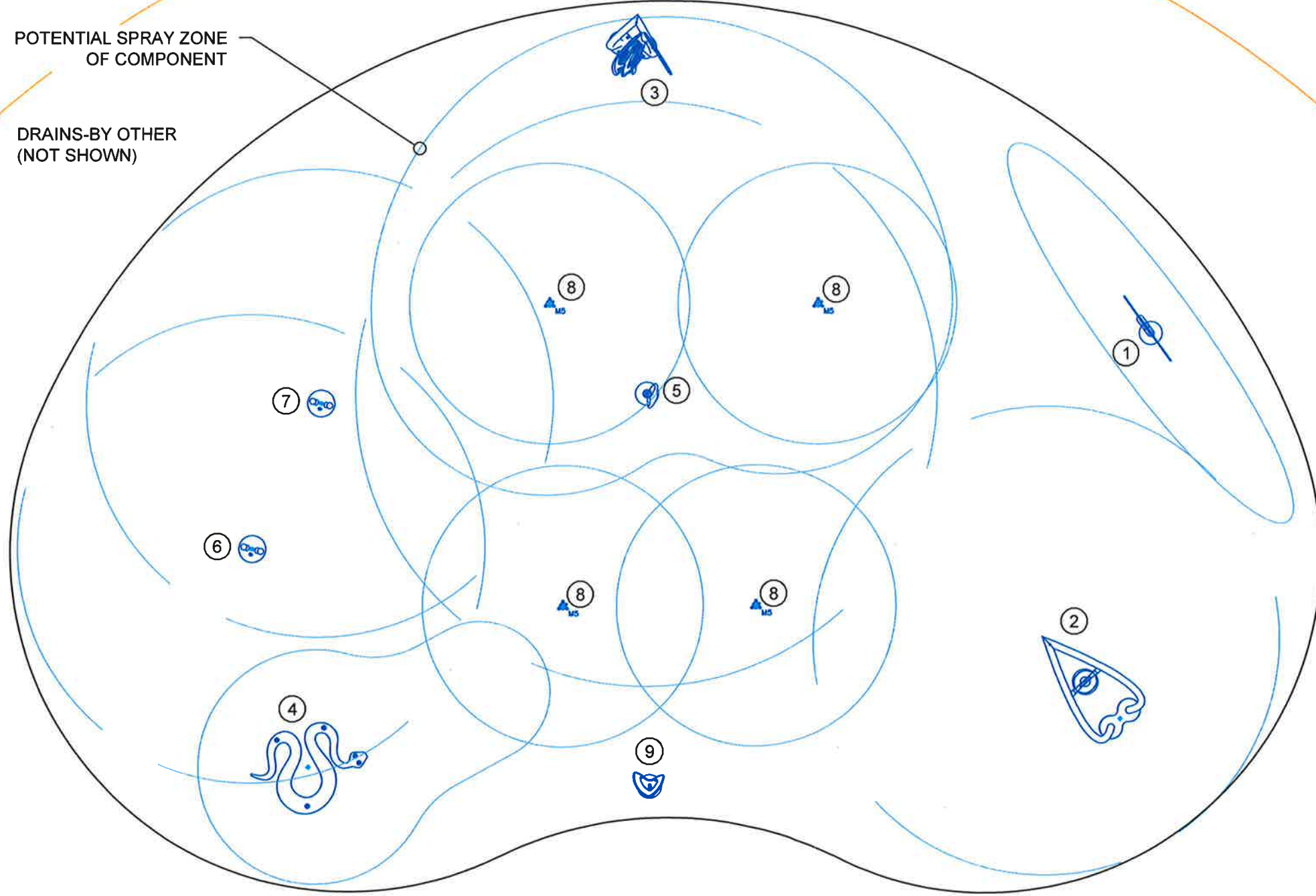
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1	0002-6162	CORN POPPY - DEX	1	6	0003-1667	CRITTER 1	1
2	0002-6164	DEW DROP - DEX	1	7	0003-1712	CRITTER 2	1
3	0002-6161	FLUTTER - DEX	1	8	C02-314	GS: MONSTER 5	4
4	0002-6157	GS: SNAKE	1	9	0002-6461	ACTIVATOR: SPROUT - DEX	1
5	0002-7110	POPPY BUD (360°) - DEX	1				

POTENTIAL SPRAY ZONE
OF COMPONENT

DRAINS-BY OTHER
(NOT SHOWN)



LOCAL REGULATIONS MAY REQUIRE THE USE OF IMPACT ATTENUATING SURFACES FOR SOME INSTALLATIONS - CHECK LOCAL CODES PRIOR TO FINAL DESIGN AND INSTALLATION.

NOT FOR CONSTRUCTION
PURPOSES

11 x 17 plot

FOR INFORMATION PURPOSES ONLY. LOCAL LANDSCAPE ARCHITECT, ENGINEER &/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED BY:

WATERPLAY SOLUTIONS CORP

DWG NAME:

WATERPLAY CONCEPTUAL LAYOUT

SHEET

1/2

SCALE:

3/16" = 1'-0"

DRAWN BY:

MG

DATE:

MAY 26/16

REV #:

0

PATH

\\SALES\PROJECTS\2016\

FOLDER:

VENETIAN GARDENS, LEESBURG, FL

VENETIAN GARDENS - OPTION 1
LEESBURG, FL

REV DATE

REV BY

DESCRIPTION

REV



1451B ELLIS STREET, KELOWNA BC, CANADA V1Y 2A3

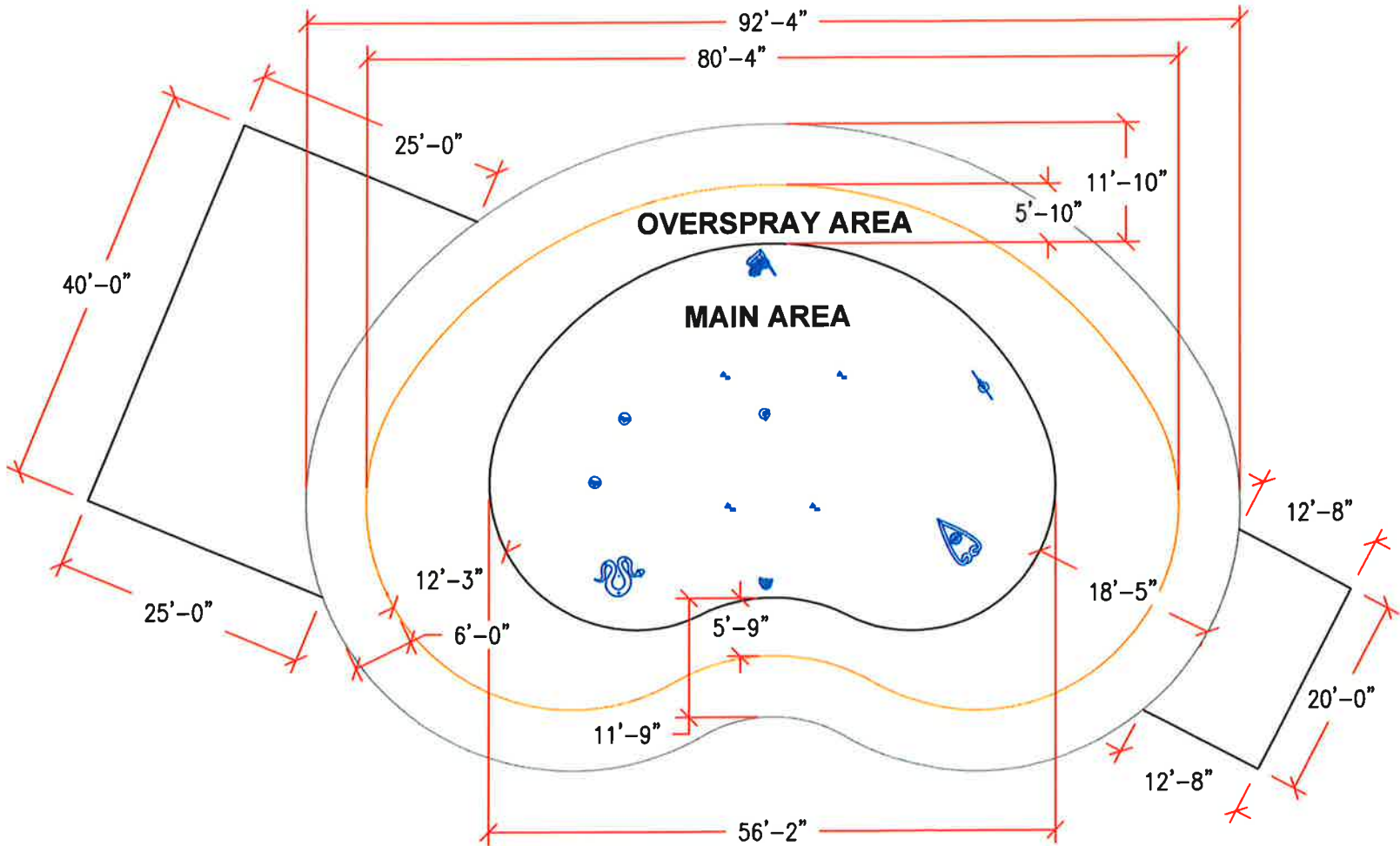
TEL (250) 712-3393 FAX (250) 861-4814

EMAIL info@waterplay.com

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PURPOSES

- NOTES:
1. MAIN AQUATIC PLAY PAD AREA: 1690 SQ. FT.
TOTAL AREA, INCLUDING OVERSPRAY ZONE: 3273 SQ. FT.
 2. TO AVOID POTENTIAL DAMAGE TO SURROUNDING SOFTSCAPE AND TO KEEP PEDESTRIAN TRAFFIC FROM GETTING WET, WATERPLAY RECOMMENDS A MINIMUM OVERSPRAY OF 2.44 METRES (8'). FOR AREAS WITH HIGH WINDS, A LARGER OVERSPRAY ZONE MAY BE REQUIRED.
 3. GRADE SURROUNDING OUTSIDE PERIMETER LANDSCAPE TO PROVIDE ADDITIONAL DRAINAGE AWAY FROM OVERSPRAY PAD.
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 5. SLAB GRADES SUBJECT TO ENGINEER APPROVAL (NOTE ADA MAX CROSS SLOPE GRADE IS 2%).



11 x 17 plot

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DESIGNED BY:
WATERPLAY SOLUTIONS CORP

DWG NAME: WATERPLAY PAD CONCEPT LAYOUT SHEET 2/2

SCALE: 1/16" = 1'-0" DRAWN BY: MG DATE: MAY 26/16 REV #: 0

PATH
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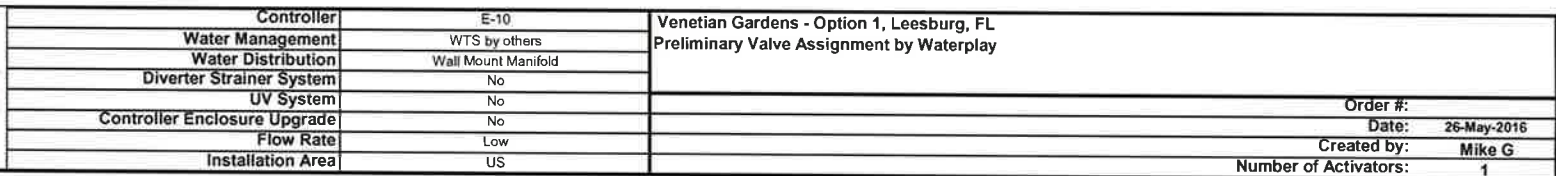
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VENETIAN GARDENS, LEESBURG, FL

VENETIAN GARDENS - OPTION 1
LEESBURG, FL



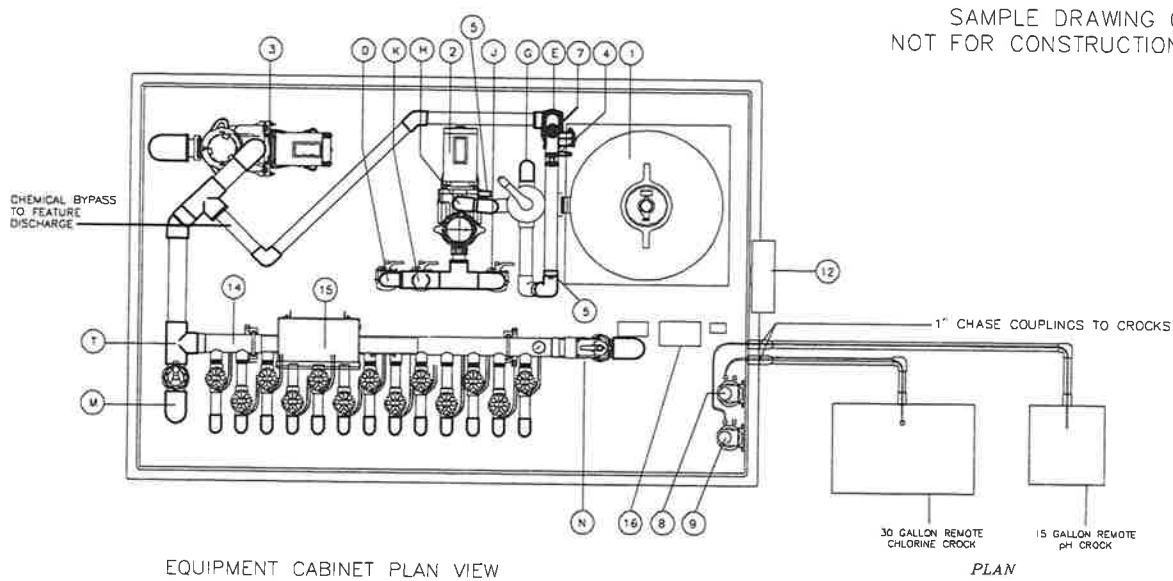
1451B ELLIS STREET, KELOWNA BC, CANADA V1Y 2A3
TEL. (250) 712-3393 FAX (250) 861-4814
EMAIL info@waterplay.com

REV DATE
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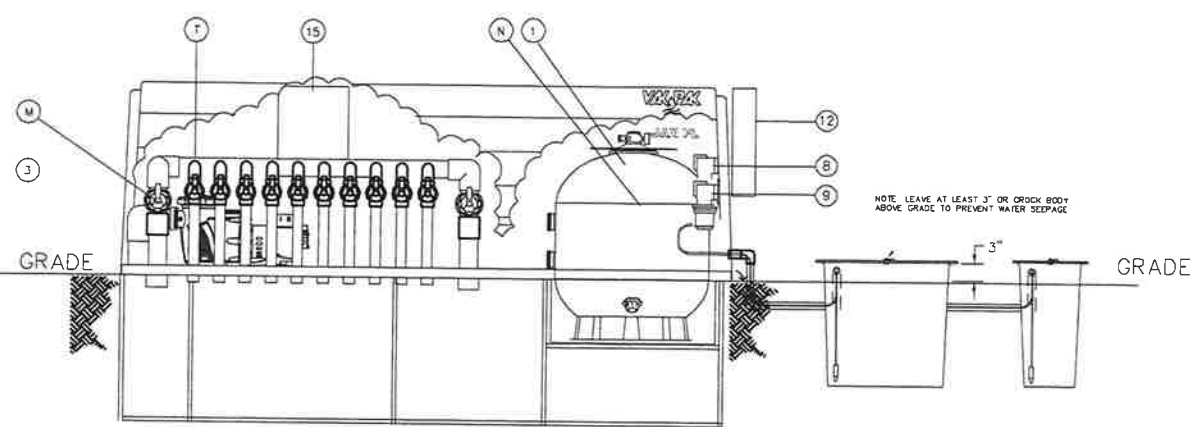
SAMPLE DRAWING ONLY
NOT FOR CONSTRUCTION DETAILS



EQUIPMENT CABINET PLAN VIEW
(SEE PAGE 3 FOR INSTALLATION DETAILS)

SAMPLE DRAWING ONLY
NOT FOR CONSTRUCTION DETAILS

* Stainless Steel Cabinet Hood



COMMERCIAL INTERACTIVE WATER FEATURE FILTER SYSTEM	
CS450WF-20SKWP	2,000 GALLONS @ 30 WATER
87 GPM @ 13.65	GPM FILTER RATE 4.81
4.81	SO. FL.
1	PENTAIR TR-000 30" SAND FILTER
2	PENTAIR REGENERATION PUMP MFL-4
1 PHASE 230 VOLTS 75	GPM @ 80 PSI 6" SWAMMER
3	PENTAIR FEATURE PUMP EQ750
1 PHASE 230 VOLTS 400 GPM @ 28 PSI 6" SWAMMER	
4	BLUE WHITE FLOWMETER OF-200 P 40 10
5	150 GPM
6	PRESSURE GAUGE 10 TO 80 1/2" FACE
7	GENERAL INSTRUMENTS INCHMETER 20 TO 200 PSI 1/2" DIA.
8	30/30 50 FT. YELLOW CARTRIDGE FILTER ELEMENTS 1000 SEPT. 10.5AL
9	CL2 FEEDER BY STENNER MODEL 450/3 30 GPM
10	PH FEEDER BY STENNER MODEL 450/2 10 GPM
11	15 GALLON REMOTE TANK, LABLED
12	1 PHASE 12 CIRCUT MAIN LUG BREAKER PANEL WITH HAND PROOF SERVICE LIGHT 125A 120/208
13	4" ACTUATED 90° VALVE FOR BYPASS TO TANK
14	WATERPLAY 70 VALVE MANIFOLD WITH 1-1/2" THROTTLING AND 24V SOLENOID VALVES
15	WATERPLAY C-26 SOLENOID CONTROL PANEL
16	255 WPI THERMAL CONTROLLER 115A

VALVES AND PIPE CONNECTION SIZES	SIZE
A MAIN DRAIN	8"
B TANK SKIMMER	N/A
D VACUUM PORT	2"
E RETURN LINE	2"
G BACKWASH TO WASTE	2"
H PUMP TO FILTER	2"
I AUTOMATIC FRESH WATER FILL DEVICE	1"
J COLLECTOR TANK DRAIN	2.5"
K FILTER SUCTION	2.5"
L FEATURE RETURN	(20) 1.5"
M FEATURE BYPASS (MANUAL)	3"
N ACTUATED BYPASS TO TANK TO TANK	4"
O TANK OVERFLOW W/CHECK VALVE	2"
R FLOOR DRAIN	2"
S FEATURE SUCTION	6"
T FEATURE PUMP DISCHARGE	6"
U COLLECTOR TANK GALLONS	2000

NOTES:
ALL WIRING "WSP-PWF" APPROVED / ALL ELECTRICAL WIRING IN COMPLIANCE WITH NEC
ELECTRICAL INTERLOCK OF ELECTRICAL FEED EQUIPMENT WITH REGENERATION PUMP
HYDRAULIC INTERLOCK OF FRESH FILL EQUIPMENT WITH REGENERATION PUMP FLOW
PROPORTIONING VALVES WHEN REQUIRED 3" AND UNDER - JACOBI DIVERTER
4" AND ABOVE - BUTTERFLY VALVE

SAMPLE DRAWING ONLY
NOT FOR CONSTRUCTION DETAILS

VENETIAN SPLASH PAD
LEESBURG, FLORIDA

MODEL CS450WF-20SKWP
RECORD # 27077
DATE PRODUCT APPROVAL
DWG # CS450WF-SKWP

COMMERCIAL
FILTRATION/RECIRCULATION/DISPLAY
SYSTEMS

VAK-PAK inc.
P.O. Box 3264 - Jacksonville, Florida 32206 - (904) 353-4403



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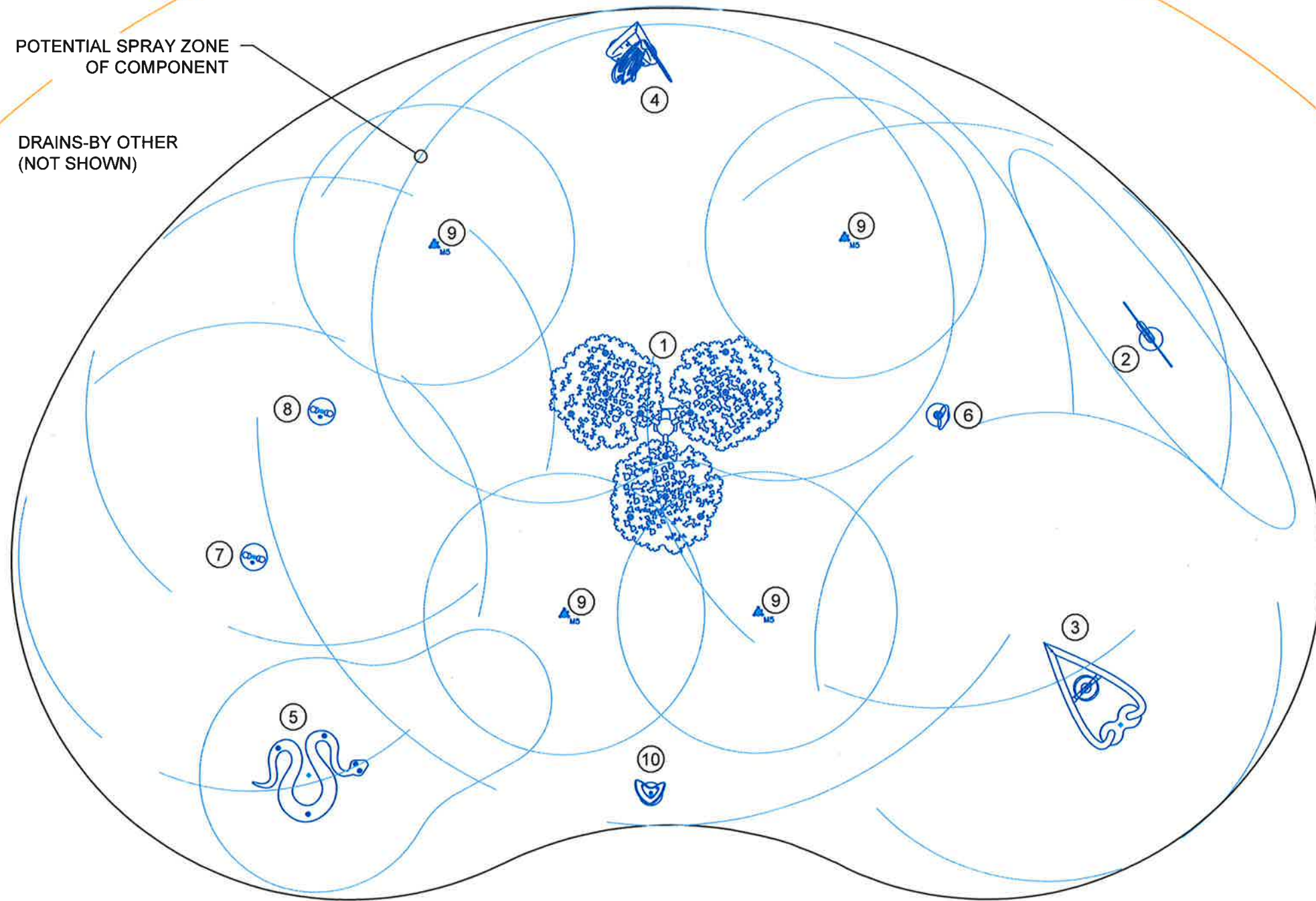
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3	0002-6164	DEW DROP - DEX	1	8	0003-1712	CRITTER 2	1
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OF COMPONENT

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11 x 17 plot

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DWG NAME:

WATERPLAY CONCEPTUAL LAYOUT

SHEET

1/2

SCALE:

3/16" = 1'-0"

DRAWN BY:

MG

DATE:

MAY 26/16

REV #:

0

PATH

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FOLDER:

VENETIAN GARDENS, LEESBURG, FL

VENETIAN GARDENS - OPTION 2
LEESBURG, FL

REV DATE

REV BY

DESCRIPTION

REV



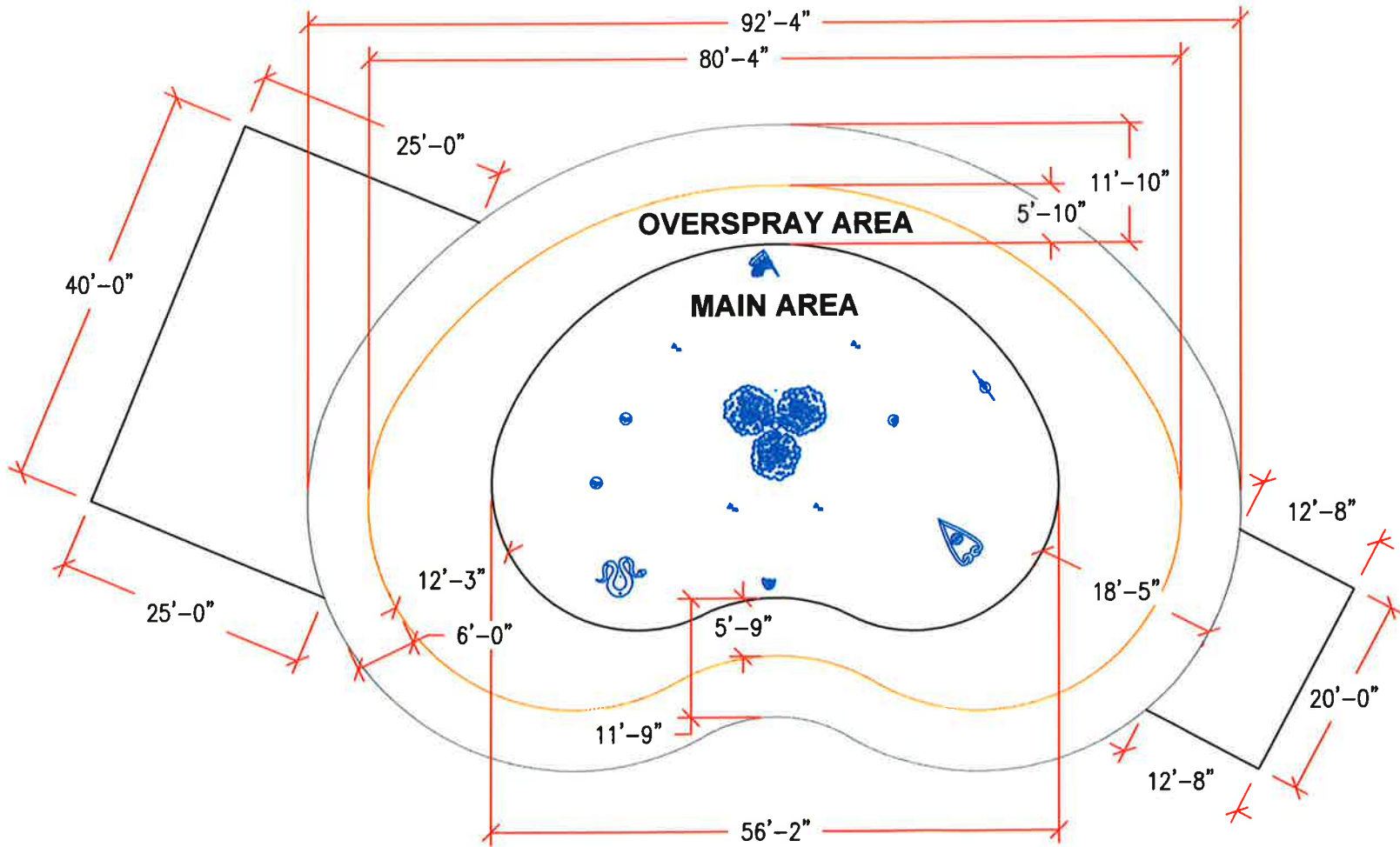
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TEL. (250) 712-3393 FAX (250) 861-4814

EMAIL info@waterplay.com

NOT FOR CONSTRUCTION
PURPOSES

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VENETIAN GARDENS - OPTION 2
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1451B ELLIS STREET, KELOWNA BC, CANADA V1Y 2A3
TEL. (250) 712-3393 FAX (250) 861-4814
EMAIL info@waterplay.com

REV DATE

REV BY

DESCRIPTION

REV



Aneth Bloom 3

Features + Specifications

- Water sprays from the stems of the Aneth Bloom, through and deflecting off of the floral top, showering waterplayers below
- The blooming canopy creates additional shade on the aquatic play pad
- Super durable powder coat finish
- Available colours: as shown (stem is Light Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
ø4-1/2" (114 mm)	1 x 1-1/2" (38 mm) F-NPT Coupler	3 x 2-1/2" (64 mm)

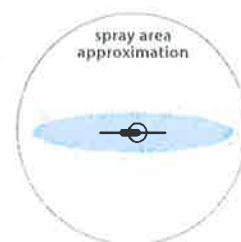
Play Zones	Toddler	Child
Special Features		
Enviro Flow Rate		
Low Flow Rate	20 GPM	76 LPM
High Flow Rate	20 GPM	76 LPM
Height	13'1"	3980 mm
Width	ø10'3"	ø3127 mm
Length		
Spray Area	ø35'	ø10670 mm
Install Options		Embedded
Footing Detail	Footing C	
Materials	A304 stainless steel, AquaLume™	

Note: all measurements refer to maximum dimensions for each feature

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p 250.712.3393 tf 800.590.5552 e info@waterplay.com | www.waterplay.com



NOTE: For full product specifications, please refer to component water specification document. Due to our continuing product improvement program, Waterplay® Solutions Corp. reserves the right to change specifications without notice.
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Corn Poppy

Features + Specifications

- Water sprays in streams from the delicate petals of the Corn Poppy, down both sides of the flower
- Curved stem appears to be swaying in a breeze
- Super durable powder coat finish
- Available colours: as shown (stem is Light Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
ø3-1/2" (89 mm)	1 x 1-1/2" (38 mm) F-NPT Coupler	Not applicable

Play Zones	Toddler	Child
Special Features		
Enviro Flow Rate		
Low Flow Rate	10 GPM	38 LPM
High Flow Rate	10 GPM	38 LPM
Height	10'6"	3190 mm
Width	3'5"	1051 mm
Length		
Spray Area	30' x 4'	9144 x 1219 mm
Install Options	DEX	Embedded
Footing Detail	Footing C	
Materials	A304 stainless steel, AquaLume™	

Note: all measurements refer to maximum dimensions for each feature.

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Dew Drop

Features + Specifications

- Dew Drop's clear bucket fills and dumps intermittently, splashing onto waterplayers below
- Super durable powder coat finish
- Available colours: as shown (grass is Light Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
ø3-1/2" (89 mm)	2 x 1" (25 mm) F-NPT Coupler	Not applicable

Play Zones		Child	Youth
Special Features			
Enviro Flow Rate			
Low Flow Rate	10 GPM		38 LPM
High Flow Rate	10 GPM		38 LPM
Height	10'11"		3320 mm
Width	2'11"		898 mm
Length			
Spray Area	ø20'		ø6096 mm
Install Options	DEX		Embedded
Footing Detail		Footing C	
Materials		A304 stainless steel, AquaPoly™, AquaLume™	

Note: all measurements refer to maximum dimensions for each feature

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Flutter

Features + Specifications

- Thin streams of water spray up and outward from the wings of Flutter
- Sun shines through the translucent wings, creating a patterned shadow on the play pad
- Super durable powder coat finish
- Available colours: as shown (grass is Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
ø3-1/2" (89 mm)	2 x 1" (25 mm) F-NPT Coupler	Not applicable

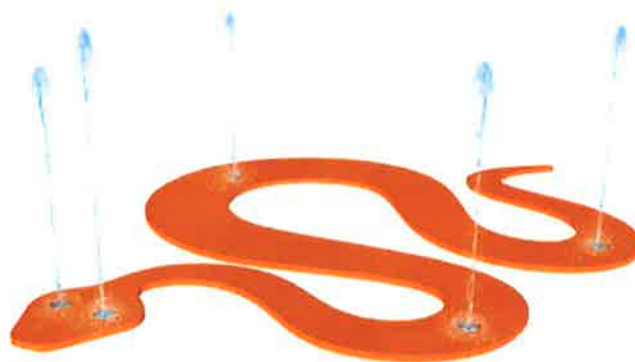
Play Zones	Toddler	Child
Special Features		
Enviro Flow Rate		
Low Flow Rate	10 GPM	38 LPM
High Flow Rate	10 GPM	38 LPM
Height	12'	3661 mm
Width	2'11"	884 mm
Length		
Spray Area	25' x 20'	7620 x 6096 mm
Install Options	DEX	Embedded
Footting Detail	Footting C	
Materials	A304 stainless steel, AquaLume™	

Flow and measurements refer to maximum dimensions for each feature.

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Snake

Features + Specifications

- This interactive ground spray erupts with a bigger and bigger spray as waterplayers work together to cover up nozzles
- Flush-mounted to prevent tripping
- Available colours: as shown

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
Not applicable	1 x 1" (25 mm) F-NPT Coupler	5

Play Zones	Toddler	Child	Youth
Special Features	Interactive		
Enviro Flow Rate			
Low Flow Rate	20 GPM		76 LPM
High Flow Rate	20 GPM		76 LPM
Height			
Width	3'6"		1067 mm
Length	3'6"		1067 mm
Spray Area			Ø5486 mm
Install Options	DEX		Embedded
Footing Detail	Not applicable		
Materials	AquaCrete™, Acetal nozzles		

Note: all measurements refer to maximum dimensions for each feature

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Poppy Bud

Features + Specifications

- Waterplayers can rotate the top of Poppy Bud around and around, controlling what (or who!) it sprays
- Sized to maximize interactivity on the aquatic play pad
- Top half of feature rotates 360°
- Super durable powder coat finish
- Available colours: as shown (stem is Light Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
Ø3-1/2" (89 mm)	1 x 1-1/2" (38 mm) F-NPT Coupler	2 x 3/4" (19 mm)

Play Zones		Child	Youth
Special Features	Interactive	Movement	
Enviro Flow Rate			
Low Flow Rate	2 GPM		8 LPM
High Flow Rate	4 GPM		15 LPM
Height	5'1"		1572 mm
Width	1'1"		330 mm
Length			
Spray Area	Ø25'-30'		Ø7620-9140 mm
Install Options			DEX
Footing Detail	Footing C		
Materials	A304 stainless steel, AquaLume™, Acetal nozzles		

Note: all measurements refer to maximum dimensions for each feature

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Critter 1

Features + Specifications

- Grab hold of the Critter's antennae and send this playful cannon's water spray up, down, and from side to side
- Features vertical and horizontal movement
- Top rotates and sprays 360°
- Sand-blasted concrete base for unique look
- Available colours: as shown

RETROFIT: Critters can be retrofitted over existing ground sprays for an exciting new play experience

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
N/A	1" (25 mm) F-NPT Coupler	1 x 1-1/2" (38 mm)

Play Zones	Toddler	Child
Special Features	Interactive	Movement
Enviro Flow Rate		
Low Flow Rate	2 GPM	9 LPM
High Flow Rate	3 GPM	13 LPM
Height	23"	585 mm
Width	14"	349 mm
Length	14"	349 mm
Spray Area	ø240"	ø6096 mm
Install Options		Embedded
Footing Detail	Footing F	
Materials	A304 stainless steel, Acetal nozzles, Urethane, Concrete	

Note: all measurements refer to maximum dimensions for each feature

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Critter 2

Features + Specifications

- Grab hold of the Critter's antennae and send this playful cannon's water spray up, down, and from side to side
- Features vertical and horizontal movement
- Top rotates and sprays 360°
- Sand-blasted concrete base for unique look
- Available colours: as shown

RETROFIT: Critters can be retrofitted over existing ground sprays for an exciting new play experience

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
N/A	1" (25 mm) F-NPT Coupler	1 x 1-1/2" (38 mm)

Play Zones	Child	Youth
Special Features	Interactive	Movement
Enviro Flow Rate		
Low Flow Rate	2 GPM	9 LPM
High Flow Rate	3 GPM	13 LPM
Height	36"	925 mm
Width	14"	349 mm
Length	14"	349 mm
Spray Area	ø240"	ø6096 mm
Install Options		Embedded
Footing Detail	Footing F	
Materials	A304 stainless steel, Acetal nozzles, Urethane, Concrete	

Note: all measurements refer to maximum dimensions for each feature

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Monster 5

Features + Specifications

- Monster 5 features five large streams of water that create a unique bubbling effect
- Smart construction and design with no pinch points
- Durable acetal ensures longevity and allows for changing out nozzles as desired
- Installed flush to concrete

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
ø2-7/8" (73 mm)	1 x 1" (25 mm) F-NPT Coupler	1 x 2-1/2" (64 mm)

Play Zones	Toddler	Child	Youth
Special Features			
Enviro Flow Rate			
Low Flow Rate	32 GPM		121 LPM
High Flow Rate	32 GPM		121 LPM
Spray Height	5'		1524 mm
Width			
Length			
Spray Area	ø12'		ø3658 mm
Install Options			Embedded
Footing Detail	Footing F		
Materials	A304 stainless steel, Acetal nozzles		

Note: all measurements refer to maximum dimensions for each feature

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Sprout

Features + Specifications

- It starts with a Sprout! Play features come alive at the touch of a button with this activator
- Activator features Piezo-based technology
- Super durable powder coat finish
- Available colours: as shown (Light Green)

MORE DETAILS

Pipe Diameter	Water Inlet(s)	Spray Nozzle(s)
Ø3.5" (89 mm)	n/a	n/a

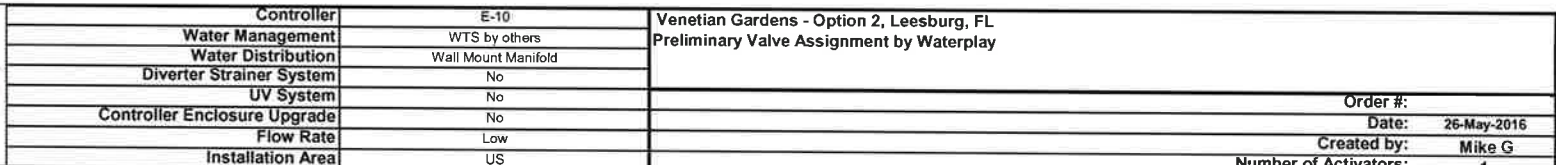
Play Zones	Toddler	Child	Youth
Special Features	Interactive		
Enviro Flow Rate			
Low Flow Rate			
High Flow Rate			
Height	3'7"		1099 mm
Width	1'3"		390 mm
Length			
Spray Area			
Install Options	DEX		Embedded
Footing Detail	Footing B		
Materials	A304 stainless steel, AquaLume™		

Note: all measurements refer to maximum dimensions for each feature

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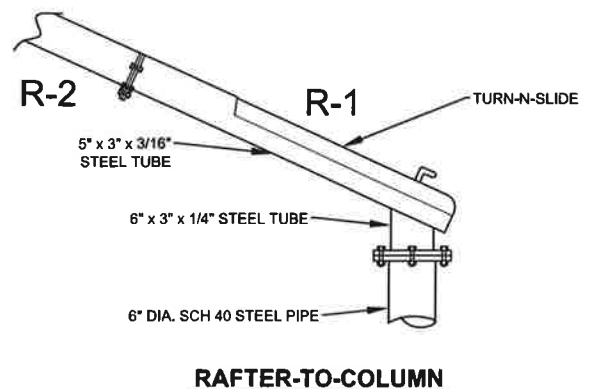
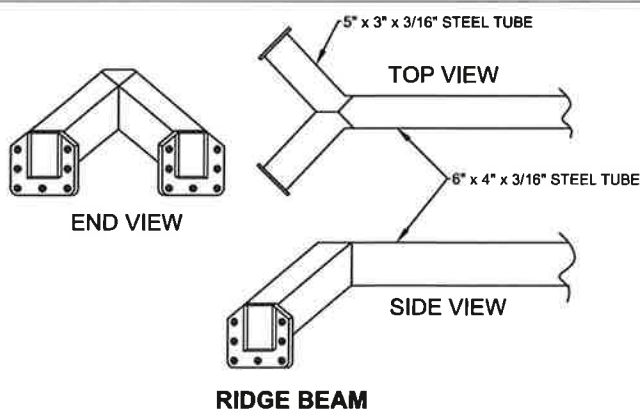
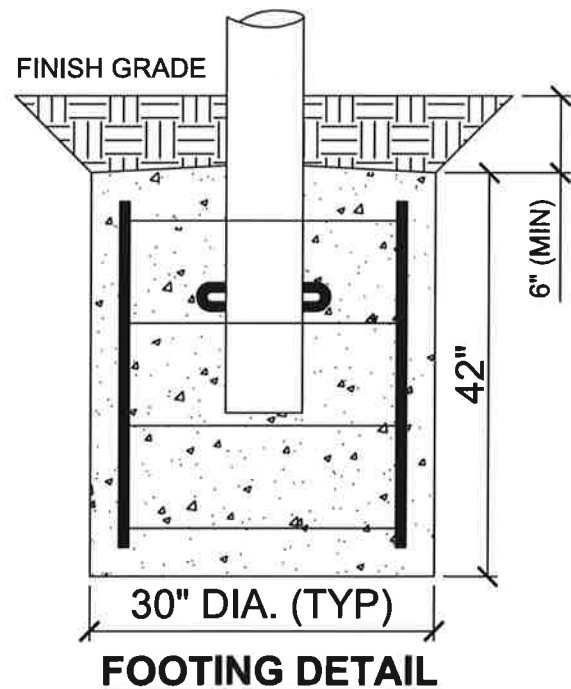
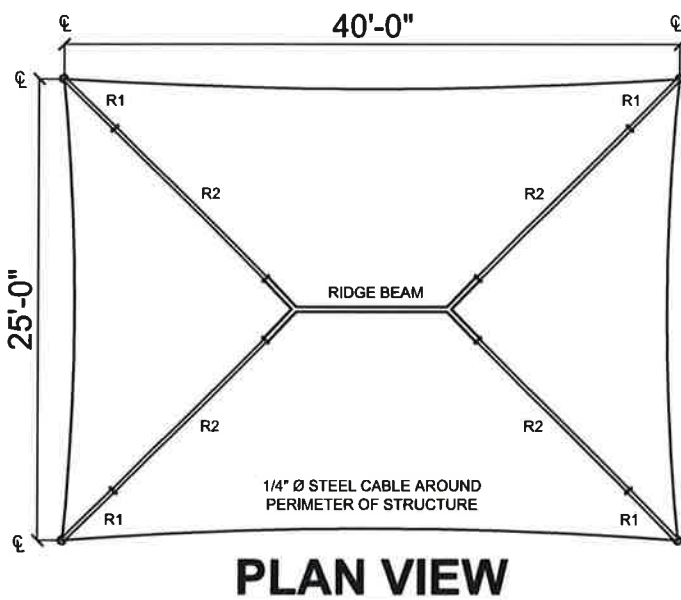
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Notes:



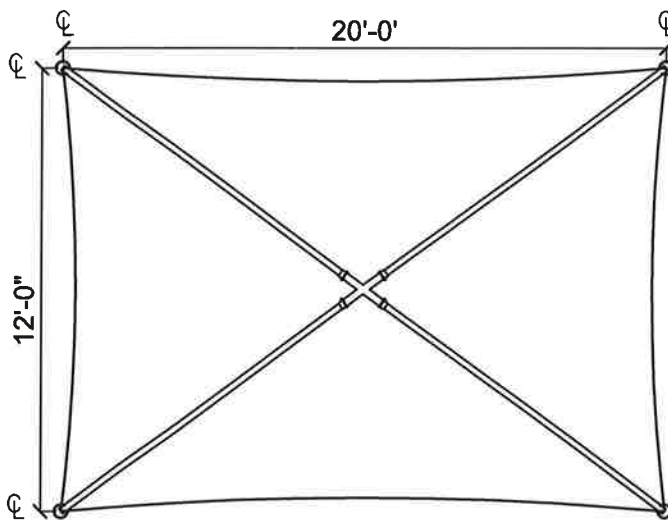
PROJECT NAME:
MODEL NUMBER: R254010
PRODUCT WEIGHT: 2134 lbs



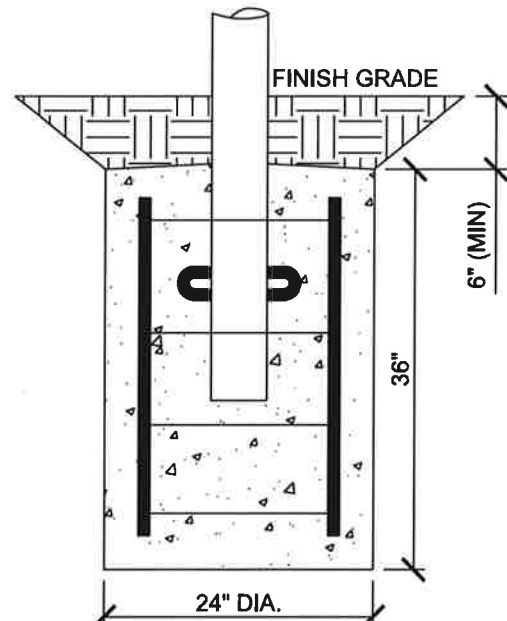
IMPORTANT: The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.



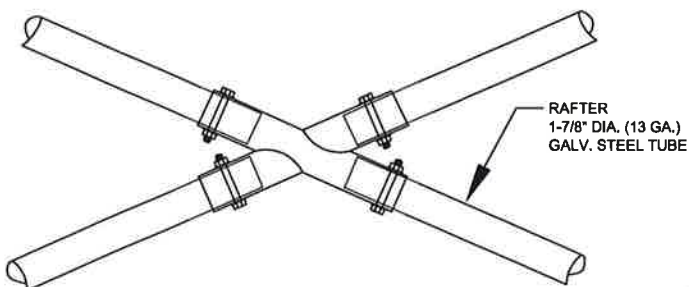
PROJECT NAME:
MODEL NUMBER: R122010
PRODUCT WEIGHT: 750 lbs



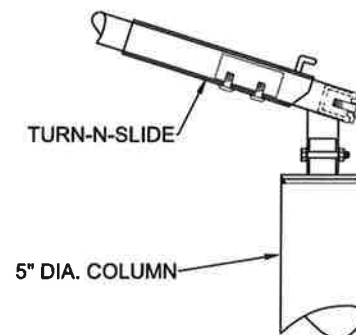
PLAN VIEW



FOOTING DETAIL



CENTER CONNECTOR



RAFTER-TO-COLUMN DETAIL

IMPORTANT: The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.

AVAILABLE COLORS

CoolNet™ has been specifically developed as a very strong and durable U.V. protection fabric for use with Shade Systems™ outdoor structures. Our fabrics combine maximum sun protection with strength and durability to ensure maintenance-free exterior performance.



Powder-Coat Colors All steel tubing components are manufactured with a bright and durable polyester powder-coated finish. Standard powder-coat colors are shown below, with many optional custom colors available upon request.



Post Pads Shade Systems protective padding is ideal for cushioning accidental bumps by young and old against our steel posts. Available in a variety of colors to match our standard powder-coat colors and sizes to fit all our structural posts, pads consist of exterior grade foam filler encased in high-gloss easy-to-clean flame-retardant vinyl. All pads are 6' high and fastened to posts with heavy-duty all weather plastic zippers.



Actual fabric and metal colors may vary from representations shown here. Sample fabric swatches and metal color chips are available upon request. For further details please refer to Technical Specifications and Warranty information at: <http://shadesystemsinc.com/specs-warranty/>



Shade Systems, Inc.
4150 SW 19th Street
Ocala, FL 34474

Toll Free: 1.800.609.6066
Local: 352.237.0135
Fax: 352.237.2256

e-mail: info@shadesystemsinc.com
web: www.shadesystemsinc.com



AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: June 13, 2016

From: DC Maudlin, Director of Public Works

Subject: Resolution accepting and approving a utility easement from GRE Properties Leesburg, LLC pertaining to land located in the vicinity of Edgewood Avenue and S. Chester Street Leesburg, FL

Staff Recommendation:

Staff recommends approving the Resolution accepting the utility easement from GRE Properties Leesburg LLC, to the City of Leesburg, Florida, for property lying in Section 27, Township 19 South, Range 24 East, Lake County Florida.

Analysis:

GRE Properties Leesburg, LLC is granting a utility easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground, or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics and telecommunications.

Options:

1. Adopt the resolution accepting the utility easement as presented, or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 6/9/2016 3:48 PM

Department: <u>Public Works</u>	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: <u>Laurie Franchi</u>	Finance Dept. _____	Project No. _____
Attachments: Yes <u>X</u> No _____	Deputy C.M. _____	WF No. _____
Advertised: _____ Not Required <u>X</u>	Submitted by: _____	Budget _____
Dates: _____	City Manager _____	Available _____
Attorney Review : Yes <u>X</u> No _____		
Revised 6/10/04		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA ACCEPTING AND APPROVING A
UTILITY EASEMENT FROM GRE PROPERTIES LEESBURG,
LLC, TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY
LOCATED IN THE VICINITY OF EDGEWOOD AVENUE AND
S. CHESTER STREET, LEESBURG, LAKE COUNTY, FLORIDA;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida does hereby accept from GRE Properties
Leesburg, LLC, a Utility Easement, conveying certain real property located in the vicinity of
Edgewood Avenue and S. Chester Street, Leesburg Florida, lying in Section 27, Township 19
South, Range 24 East, Lake County, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 12TH day of MAY, 2016, by **GRE PROPERTIES LEESBURG LLC**, whose address is 4601 Sheridan Street, #600, Hollywood, FL 33021, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED. CONSISTING
OF FOUR PAGES

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: GRE PROPERTIES OF
LEESBURG, LLC

David Cooper
DAVID COOPER
(Type or print name of Witness)

BY: *Matan Ben-Aviv*
MATAN BEN-AVIV, Manager

Sandra Solomon
Sandra Solomon
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned Notary Public, personally appeared Matan Ben-Aviv, as Manager of GRE PROPERTIES LEESBURG, LLC, who acknowledged before me that he executed this instrument on the 12TH day of MAY, 2016, and was either ☒ personally known to me, or who ☐ produced _____ as identification.

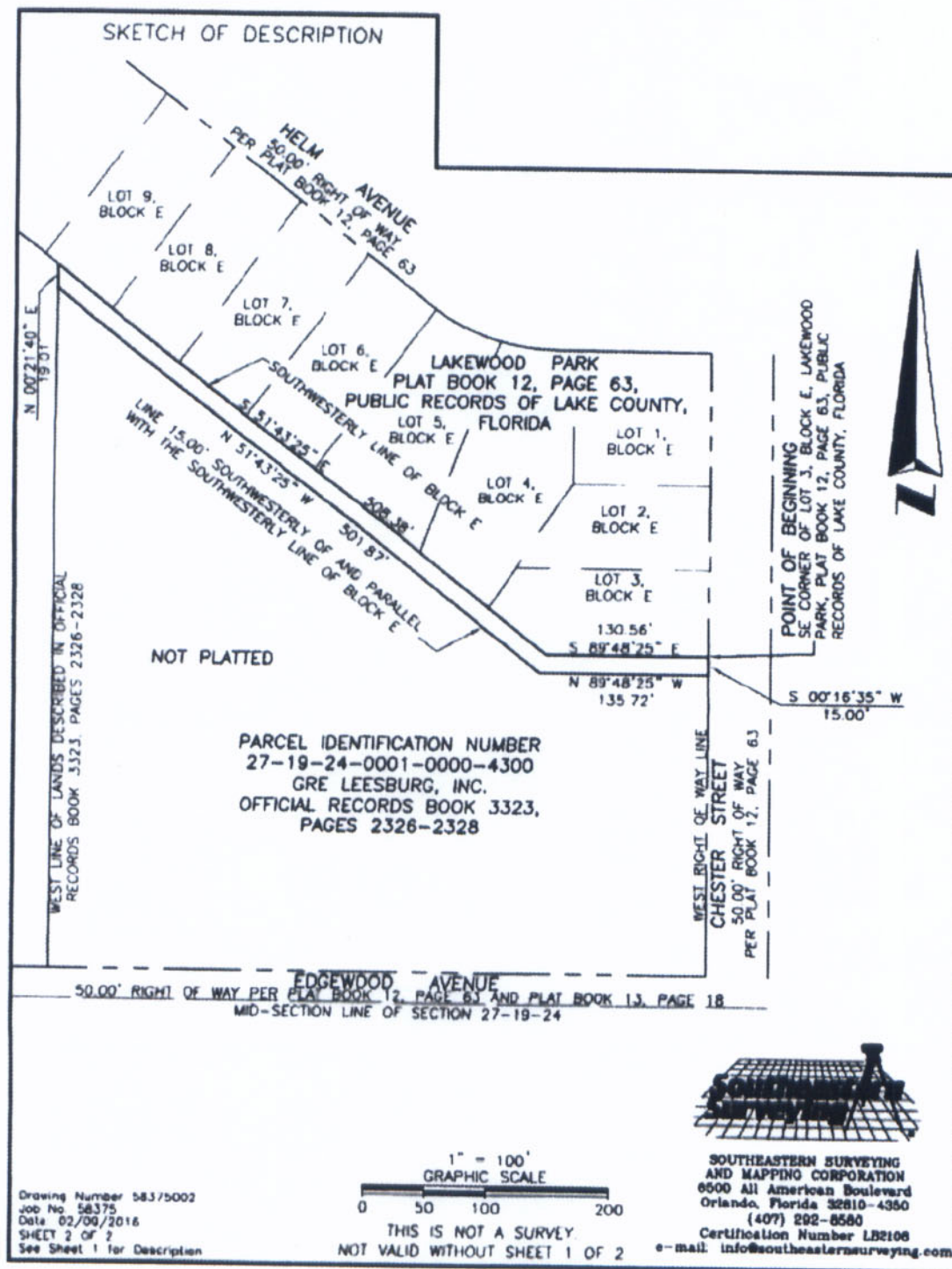
Phyllis Ardron
NOTARY PUBLIC

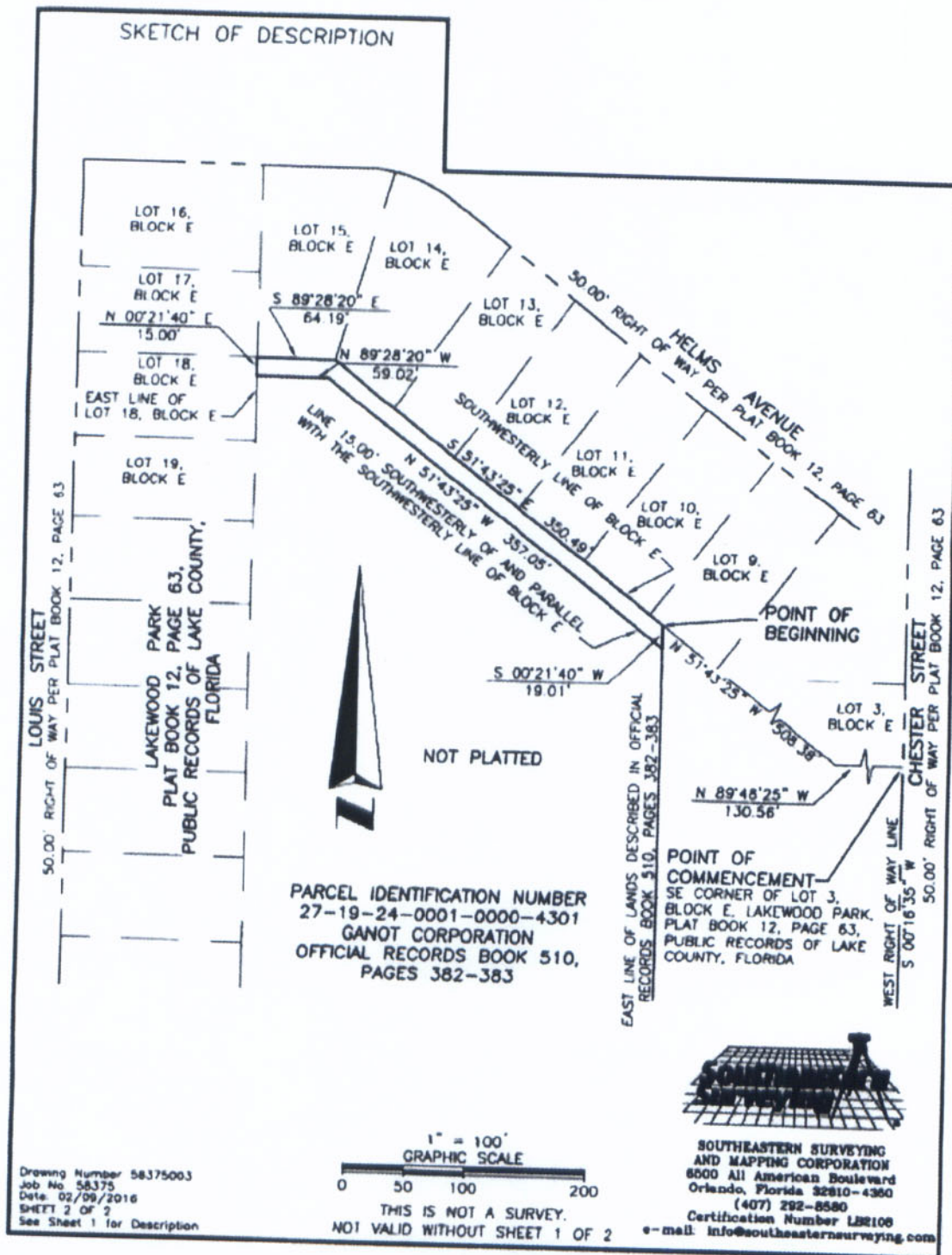
Phyllis Ardron
Type or print name of Notary

FF211080
Commission Number

June 23, 2019
Commission expiration date







SCHEDULE "A"

DESCRIPTION :

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 27, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

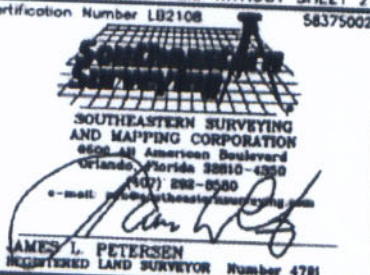
Begin at the Southeast corner of Lot 3, Block E, Lakewood Park according to the plat thereof recorded in Plat Book 12, Page 63, Public Records of Lake County, Florida, said point being on the West right of way line of Chester Street as shown on said plat; thence South 00°16'35" West, a distance of 15.00 feet, along said West right of way line to a point on a line that is 15.00 feet South of and parallel with the Southwesterly line of said Block E, thence along said parallel line the following two (2) courses and distances: North 89°48'25" West, a distance of 135.72 feet; thence North 51°43'25" West, a distance of 501.87 feet to a point of the West line of lands described in Official Records Book 3323, Pages 2326 through 2328, Public Records of Lake County, Florida; thence North 00°21'40" East, a distance of 19.01 feet, along the West line of said lands to a point on said Southwesterly line; thence along said Southwesterly line the following two (2) courses and distances: South 51°43'25" East, a distance of 508.38 feet, thence South 89°48'25" East, a distance of 130.56 feet to the POINT OF BEGINNING.

Containing 9574 square feet, more or less.

SURVEYOR'S REPORT :

- 1 Bearings shown hereon are based on the West right of way line of Chester Street as shown on the plat of Lakewood Park according to the plat thereof recorded in Plat Book 12, Page 63, Public Records of Lake County, Florida being South 00°16'35" West
- 2 I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

DESCRIPTION	Date 02/09/2016 KR	NOT VALID WITHOUT SHEET 2 Certification Number LB2108 58375002
CITY OF LEESBURG	Job Number: 58375	Scale: 1"=100'
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
 4500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8500
 e-mail: info@southeasternsurveying.com

JAMES L. PETERSEN
 REGISTERED LAND SURVEYOR Number 4781

SCHEDULE "A"

DESCRIPTION :



A portion of the Southwest 1/4 of the Northeast 1/4 of Section 27, Township 19 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 3, Block E, Lakewood Park according to the plat thereof recorded in Plat Book 12, Page 63, Public Records of Lake County, Florida, said point being on the West right of way line of Chester Street as shown on said plat, said point also being on the Southwesterly line of said Block E; thence along said Southwesterly line the following two (2) courses and distances : North 89°48'25" West, a distance of 130.56 feet; thence North 51°43'25" West, a distance of 508.38 feet to the POINT OF BEGINNING, said point being on the East line of lands described in Official Records Book 510, Pages 382 through 383, Public Records of Lake County, Florida; thence South 00°21'40" West, a distance of 19.01 feet, along the East line of said lands to a point on a line that is 15.00 feet South of and parallel with said Southwesterly line; thence along said parallel line the following two (2) courses and distances : North 51°43'25" West, a distance of 357.05 feet, thence North 89°28'20" West, a distance of 59.02 feet to a point on the East line of Lot 18, Block E as shown on said plat; thence North 00°21'40" East, a distance of 15.00 feet, along said East line to a point on said Southwesterly line; thence along said Southwesterly line the following two (2) courses and distances : South 89°28'20" East, a distance of 64.19 feet; thence South 51°43'25" East, a distance of 350.49 feet to the POINT OF BEGINNING.

Containing 6231 square feet, more or less.

SURVEYOR'S REPORT :

- 1 Bearings shown hereon are based on the West right of way line of Chester Street as shown on the plat of Lakewood Park according to the plat thereof recorded in Plat Book 12, Page 63, Public Records of Lake County, Florida being South 00°16'35" West.
- 2 I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements

DESCRIPTION	Date 02/09/2016 KR		Certification Number LB2108	58375003
	Job Number: 58375	Scale: 1"=100'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 298-0900 e-mail: info@seasurveying.com</p>	
	<p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p>			
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>			
CITY OF LEESBURG			 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	



AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: June 13, 2016

From: DC Maudlin, Director of Public Works

Subject: Resolution accepting and approving a utility easement from Annette M. Bumbarger, pertaining to land located at 1106 Seminole Avenue

Staff Recommendation:

Staff recommends approving the Resolution accepting the utility easement from Annette M. Bumbarger to the City of Leesburg, Florida for property located at 1106 Seminole Avenue, Leesburg, Florida.

Analysis:

Annette M. Bumbarger is granting a utility easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics and telecommunications.

Options:

1. Adopt the Resolution accepting the utility easement as presented, or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 6/9/2016 3:48 PM

Department: <u>Public Works</u> Prepared by: <u>Laurie Franchi</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u>X</u> Dates: <u> </u> Attorney Review: Yes <u>X</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA ACCEPTING AND APPROVING A
UTILITY EASEMENT FROM ANNETTE M. BUMBARGER, TO
THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY
LOCATED AT 1106 SEMINOLE AVENUE, LAKE COUNTY,
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida, does hereby accept from Annette M. Bumbarger, a Utility Easement, for Lot 11 Easement Alternate Key 12360137, as recorded in Plat Book 6, Page 60, Public Records of Lake County, Florida, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burned P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Drainage Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 3 day of March, 2015, by ANNETTE M. BUMBARGER, whose address is Post Office Box 3605, Edgewood, NM 87015, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, an easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

This instrument is intended to create a perpetual drainage easement over, under, and across the above described property, including the right to ingress and egress to and from the easement, for construction, reconstruction, alteration, maintenance, and repair of pipes, manholes, catch basins, and other necessary or desirable components and appurtenances to a drainage system and drainage facilities.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR:

Lindsay Stralow
Lindsay Stralow
(Type or print name of Witness)

Annette M. Bumbarger
ANNETTE M. BUMBARGER

Tanya O. McMullan
Tanya O. McMullan
(Type or print name of witness)

STATE OF New Mexico
COUNTY OF Bernalillo

BEFORE ME, the undersigned Notary Public, personally appeared Annette M. Bumbarger, who acknowledged before me that she executed this instrument on the 3 day of March, 2015, 2014 and who was either ☐ personally known to me, or who ☒ produced NIMDL #107767525 as identification.

Kelly D Brummett
NOTARY PUBLIC

Kelly D Brummett
Type or print name of Notary

Commission Number

09/26/16
Commission expiration date



OFFICIAL SEAL
KELLY D BRUMMETT
NOTARY PUBLIC-State of New Mexico

My Commission Expires 09/26/16

EXHIBIT "A"

Lot 11 Easement: Alternate Key #1236037 Annette Bumbarger

Beginning at the southeast corner of the plat of Bonaire Heights as recorded in Plat Book 6, Page 60, of the public records of Lake County, Florida; said southeast corner also lies on the north line of lot 11, block "A" of School-View, a partial replat of Dixie Heights Addition to the City of Leesburg, as recorded in Plat Book 11, Page 36, of the public records of Lake County, Florida; thence, from the point of beginning, run east along said lot 11 a distance of 5.00 feet; thence, run south perpendicular to said lot line a distance of 59.29 feet to the southerly line of said lot 11; thence, run west along said southerly line a distance of 10.00 feet; thence, run north to the aforementioned northerly line of lot 11 a distance of 59.29 feet; thence, run east along said line a distance 5.00 feet to the point of beginning.

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.

3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.

4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.

5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.

6: The Bearings, shown hereon, are relative to assumed datum and are Based the mid-section line as shown on the Plat of School-View, A Partial Replat if Dixie Heights Addition, Leesburg, Lake County, Florida.

7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator. for the City of Leesburg.

8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I James Feagle HAVE REQUESTED THE INFORMATION DEPICTED
HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS
SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: _____ DATE: _____

Department Deputy Director, of Public Works, for the City of Leesburg.

SECTION: 26-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION
10' UTILITY EASEMENT
ANNETTE M. BUMBARGER
to the CITY OF LEESBURG

DATE: 08/26/2015
DRAWN: ACP
CHECKED: RB
APPROVED: JM
SCALE: NTS
FILE NO.: EA15002A

SHEET
NUMBER
1
OF
2

EXHIBIT "A"

ALTERNATE KEY
1239249

SEMINOLE AVE.

BONAIRE HEIGHTS, PLAT BOOK 6, PAGE 60

POINT OF BEGINNING

SOUTHEAST CORNER OF
BONAIRE HEIGHTS, PLAT
BOOK 6, PAGE 60

5.00' 5.00'

EAST

NORTH LINE OF LOT 11

A PORTION OF LOT 11,
SCHOOL-VIEW
SUBDIVISION, PLAT
BOOK 11, PAGE 36

ALTERNATE KEY
1236045

NORTH

59.29'

59.29'

SOUTH

A PORTION OF LOT 11,
SCHOOL-VIEW
SUBDIVISION, PLAT
BOOK 11, PAGE 36

ALTERNATE KEY
1236037

10.00'

WEST

SOUTH LINE OF LOT 11
NORTH LINE OF LOT 12

ALTERNATE KEY
1727189

SECTION: 26-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION

10' UTILITY EASEMENT
ANNETTE M. BUMBARGER
to the CITY OF LEESBURG

DATE: 08/26/2015
DRAWN: ACP
CHECKED: RB
APPROVED: JM
SCALE: 1" = 10'
FILE NO.: EA15002A

SHEET
NUMBER
2
OF
2



AGENDA MEMORANDUM

Item No: 5.C.3.

Meeting Date: June 13, 2016

From: DC Maudlin, Director of Public Works

Subject: Resolution accepting and approving a Utility Easement from Cynthia L. Hawthorne, pertaining to and located at 502 S. 12th Street

Staff Recommendation:

Staff recommends approving the Resolution accepting the utility easement from Cynthia L. Hawthorne to the City of Leesburg, Florida for property located at 502 S. 12th Street, Leesburg, Florida.

Analysis:

Cynthia L. Hawthorne is granting a utility easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optic and telecommunications.

Options:

1. Adopt the Resolution accepting the utility easement as presented, or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 6/9/2016 3:49 PM

Department: <u>Public Works</u> Prepared by: <u>Laurie Franchi</u> Attachments: <u>Yes_X</u> <u>No</u> Advertised: <u>Not Required_X</u> Dates: _____ Attorney Review : <u>Yes_X</u> <u>No</u> _____ Revised 6/10/04	Reviewed by: Dept. Head <u>DCM</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA ACCEPTING AND APPROVING A
UTILITY EASEMENT FROM CYNTHIA L. HAWTHORNE, TO
THE CITY OF LEESBURG, FLORIDA FOR PROPERTY
LOCATED AT 502 S. 12TH STREET, LAKE COUNTY, FLORIDA;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida, does hereby accept from Cynthia L. Hawthorne, a Utility Easement, for Lot 10 Easement, Alternate Key #1727189, recorded in Plat Book 11, Page 36, Public Records of Lake County, Florida, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Drainage Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 18 day of December, 2015, by CYNTHIA L. HAWTHORNE, whose address is 502 South 12th Street, Leesburg, Florida 34748, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, an easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

This instrument is intended to create a perpetual drainage easement over, under, and across the above described property, including the right to ingress and egress to and from the easement, for construction, reconstruction, alteration, maintenance, and repair of pipes, manholes, catch basins, and other necessary or desirable components and appurtenances to a drainage system and drainage facilities.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

Rick Lametta
Rick Lametta
(Type or print name of Witness)

Joyce R Huey
Joyce R Huey
(Type or print name of witness)

GRANTOR:

Cynthia L Hawthorne
CYNTHIA L. HAWTHORNE

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Cynthia L. Hawthorne,
who acknowledged before me that she executed this instrument on the 15 day of December
, 2015, and who was either ☒ personally known to me, or who ☐ produced _____
_____ as identification.

Joyce R Huey
NOTARY PUBLIC



Commission Number

Commission expiration date

EXHIBIT "A"

Lot 10 Easement: Alternate Key # 1727189 Cynthia Hawthorne

The north 10 feet of Lot 12, Block "A" of School-View, a partial replat of Dixie Heights Addition to the City of Leesburg, as recorded in Plat Book 11, Page 36, of the public records of Lake County, Florida, lying east of the following described line;

Commencing at the southeast corner of the plat of Bonaire Heights as recorded in Plat Book 6, Page 60, of the public records of Lake County, Florida; said southeast corner also lies on the north line of lot 11, block "A" of School-View, a partial replat of Dixie Heights Addition to the City of Leesburg, as recorded in Plat Book 11, Page 36, of the public records of Lake County, Florida; thence, from the point of Commencement run west a distance of 5.00 feet; thence, departing said north line of lot 11 run south a distance of 59.29 feet to the north line of said Lot 12, Block "A" and the point of beginning of a line extending south; thence, from said point of beginning run south a distance of 10.00 feet to the point of terminus of this line.

GENERAL NOTES

1: This is NOT A BOUNDARY SURVEY.

2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.

3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.

4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.

5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.

6: The Bearings, shown hereon, are relative to assumed datum and are Based the mid-section line as shown on the Plat of School-View, A Partial Replat if Dixie Heights Addition, Leesburg, Lake County, Florida.

7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator. for the City of Leesburg.

8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I James Feagle HAVE REQUESTED THE INFORMATION DEPICTED
HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS
SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: _____ DATE: _____

Department Deputy Director, of Public Works, for the City of Leesburg.

SECTION: 26-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION
10' UTILITY EASEMENT
CYNTHIA L. HAWTHORNE
to the CITY OF LEESBURG

DATE: 08/26/2015
DRAWN: ACP
CHECKED: RB
APPROVED: JM
SCALE: NTS
FILE NO.: EA15002B

SHEET
NUMBER
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AVE.

PAGE 60

POINT OF COMMENCEMENT

EXHIBIT "A"

SOUTHEAST CORNER OF
BONAIRE HEIGHTS, PLAT
BOOK 6, PAGE 60

WEST

5.00'

NORTH LINE OF LOT 11

A PORTION OF LOT 11,
SCHOOL-VIEW
SUBDIVISION, PLAT
BOOK 11, PAGE 36

ALTERNATE KEY
1236037



SOUTH 59.29'

POINT OF BEGINNING

NORTH LINE OF LOT 12

SOUTH 10.00'

SOUTH LINE OF LOT 11
NORTH LINE OF LOT 12

EAST

10.00'

SOUTH LINE OF THE NORTH 10' OF LOT 12, EAST
OF BOUNDING LINE RUNNING EAST TO LAKE

ALTERNATE KEY
1727189

SECTION: 26-19-24



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH OF DESCRIPTION

10' UTILITY EASEMENT
CYNTHIA L. HAWTHORNE
to the CITY OF LEESBURG

DATE: 08/26/2015
DRAWN: ACP
CHECKED: RB
APPROVED: JM
SCALE: 1" = 10'
FILE NO.: EA15002B

SHEET
NUMBER
2
OF
2



AGENDA MEMORANDUM

Item No: 5.C.4.
Meeting Date: June 13, 2016
From: Tracey Dean, Airport Manager
Subject: Month-to-month lease agreement with DRJ Silver Lake Holdings, LLC, for real property located at 9020 US Highway 441

Staff Recommendation:

Staff recommends approval of the lease agreement with DRJ Silver Lake Holdings, LLC.

Analysis:

DRJ Silver Lake Holdings, LLC (Jenkins) previously rented the property located at 9020 US Highway 441, for overflow of vehicles. The City gave Jenkins notice to vacate by March 31, 2016. Since then, the buildings on the property have been demolished, in an effort to make the parcel more desirable for future growth.

Jenkins would like the opportunity to lease the land once again, on a month-to-month basis, commencing on July 1, 2016. The ingress/egress will be off Highway 441; which poses NO conflict to aeronautical users. The City reserves the right to post signage regarding leasing opportunities.

The lease agreement was reviewed by the Airport Advisory Board on June 9, 2016.

Options:

1. Approve the month-to-month lease agreement; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This agreement will yield monthly revenue of \$1,209.83 plus applicable sales tax. Rent is computed based on the property having a size of 96,786.82 square feet, times \$0.15 per square foot.

Submission Date and Time: 6/9/2016 3:49 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>048-0000-362-01-10</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A MONTH-TO-MONTH LEASE
AGREEMENT WITH DRJ SILVER LAKE HOLDINGS, LLC, FOR
REAL PROPERTY LOCATED AT 9020 US HIGHWAY 441; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with DRJ Silver Lake Holdings, LLC, for month-to-month parking arrangements at the
Leesburg International Airport.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 13th day of June 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

GROUND LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the 18th day of May, 2016,
by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor,
and **DRJ SILVER LAKE HOLDINGS, LLC**, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space on land owned by Lessor near the Airport for the purposes expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is specifically described and depicted on Exhibit "A" attached hereto. The term of this Lease shall commence July 1, 2016, and shall continue from that date forward on a month to month basis, until terminated by either party through the giving of notice to the other party not less than 60 days prior to the effective date of the termination.

Lessee may not remain in possession following the termination date of this Lease and Lessor may initiate summary proceedings for eviction if Lessee fails to vacate the property by the effective date of any termination notice by either party.

Lessor expressly reserves the right to place signs on the property advertising leasing opportunities for the property, without the consent of Lessee.

2. **RENT.** Rent during the term shall be paid monthly in advance, beginning as of the date the term commences. Rent shall be computed based on the property having a size of 96,786.82 square feet, times \$0.15 per square foot, yielding a monthly rental amount due of \$1,209.83 *plus applicable sales taxes.*

Each installment of Rent is payable in advance, on the first (1st) day of each calendar month, and shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the first (1st) day of each month, and that failure to do so within 10 days of the due date will constitute a default under this lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

3. USE. Lessee shall use the premises for the parking, storage and sales of Lessee's inventory of new and used vehicles offered for sale at its automobile dealerships on U.S. Highway 441 near the leased premises. No other use shall be made of the premises without the prior, written permission of the Lessor. There shall be no vehicle maintenance, no refueling, and no introduction of oil, gasoline, diesel fuel or other lubricants or fuels into vehicles while stored on the site, and the premises shall not be used to store vehicles of customers which are in the possession of Lessee for service. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. To minimize to the greatest extent possible the potential for injury to its customers, Lessee shall take all commercially reasonable steps possible to assure that none of its customers are on the premises unless accompanied by an employee of Lessee.

Except as provided below Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than fuel and lubricants commonly utilized in motor vehicles, while stored within the vehicles themselves), machines or equipment causing excessive noise or

dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, discharge or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, customers and potential customers, licensees, invitees, agents, clients, and anyone else on the premises whether with or without the knowledge and consent of Lessee.

4. INGRESS AND EGRESS. Ingress and egress shall be from U.S. Highway 441 only, with no exceptions, and may require approval from other agencies, including but not limited to the Florida Department of Transportation and Lake County, Florida. Ingress and egress shall be allowed only at the locations approved by Lessor, Lake County, and FDOT, and Lessee shall at its expense obtain all necessary approvals and permits, and construct any curb cuts, aprons, acceleration or deceleration lanes, traffic signals, and other improvements required by Lessor, Lake County, or FDOT.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, data or internet connections, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. No utilities, lighting or other utility related improvements, whether above or below ground, shall be installed without the prior, written consent of Lessor.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against the real property or against Lessee's leasehold interest.

Lessor is a tax exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due. In particular, Lessee is advised that real property taxes will be imposed against Lessor. Lessee shall be fully responsible for payment of all real property taxes assessed against Lessor for so long as this Lease remains in effect, and upon presentation by Lessor of a tax estimate from the Lake County Property Appraiser, Lessee shall remit the full estimated tax amount to Lessor within no more than 30 days, to be held for payment of taxes. If the actual taxes exceed the estimated amount, Lessee shall upon presentation of the actual tax bill remit to Lessor the difference upon demand.

7. INSURANCE. Lessor shall insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only**. Lessee is responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, with a waiver of subrogation in favor of Lessor, which shall insure against not only any covered incidents occurring on the premises but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the premises; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Lessee while on the premises; and (iii) insurance covering the cost to remediate any petroleum or other contamination of the premises by any act or omission of Lessee. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A" or better by A.M. Best.

8. MAINTENANCE. Lessee shall maintain the premises in such condition that the property does not become an eyesore and is in compliance with applicable codes and compatible with the conditions existing elsewhere on the airport. The property shall be returned to Lessor in good condition at the end of the term of this Lease, and shall if necessary to restore the premises to the same condition as at the inception

of this Lease, grade, sod and/or seed the property so that any damage which could result in erosion due to dead or dying vegetation resulting from Lessee's use is abated. Lessee shall also, at its sole expense, clean up immediately upon discovery any spill or leakage of oil, gasoline, diesel fuel or other petroleum products, lubricants or fluids (such as but not limited to coolant and brake fluid) discharged from vehicles brought or stored on site by or on behalf of Lessee. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which corrections are to be made, and if Lessee fails to act within the time specified, Lessor may make take all steps it deems necessary to remedy the problems cited and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for the leased premises in accordance with any State of Florida and City of Leesburg fire safety codes and requirements.

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights

and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. Approval of any signs or improvements by Lessor under this Lease shall not constitute a waiver of Lessor's rights and obligations as the local government with regulatory jurisdiction over the premises, and Lessee is placed on express notice that it must obtain not only Lessor's approval under this Lease but also all permits, inspections and approvals required under Lessor's code of ordinances and applicable state law, and Lessor shall not be estopped by issuance of approval under this Lease from imposing any requirements and conditions it deems appropriate under its regulatory authority.

13. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from

any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises;

C. Lessee is advised that FAA regulations may restrict the height and size of any structure placed on the premises by Lessee, and may otherwise restrict the use of the premises. Lessee will be responsible for ascertaining the nature and extent of, and complying with, all FAA requirements and restrictions pertaining to use of the premises

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes, and accepts the premises in as – is, where – is condition based solely on its own inspection and not on any representation or statement made by or on behalf of Lessor. Lessee understands the condition of the property, pavement and dirt, is aware the building formerly on the property has been recently demolished, agrees Lessor is not responsible for any damage to persons or property, including transport vehicles working on behalf of Lessee, resulting from the condition of the property, which as stated below Lessee accepts in its “as is” condition.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises. Lessee is placed on express notice that Lessor has not, by entering into this Lease, waived any rights or obligations it has as the local government with regulatory jurisdiction over the premises to enforce all zoning, building, land use and other codes and ordinances pertaining to the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, that the person signing this lease is authorized to bind Lessee, and that Lessee will maintain its lawful existence at all times during the term of this Lease and any extensions.

16. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made by anyone whomsoever against Lessor, or

Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, including without limiting the generality of the foregoing those matters which are caused in whole or in part by the negligence of Lessor, its agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. NO WAIVER. No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default at any time the default remains outstanding, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination)

this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, or pledge Lessee's leasehold interest as collateral for any debt or obligation of Lessee, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the

assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;
- e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, any change in the membership or control

of a limited liability company which is a lessee hereunder, or any other change in the ownership of a Lessee which is not a natural person, the effect of which is to reduce the percentage of ownership of the equity owners as of the date of this Lease to less than 51% of the total, outstanding equity ownership of the entity.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys fees, in addition to any other relief granted.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor: at the address given for payment of rent.
- B. To Lessee at 2025 SW College Rd, Ocala, FL 34474..

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner. This Lease shall not be construed more strongly against either party based on which party had the greatest role in its drafting or preparation.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

32. BINDING EFFECT. This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding motor vehicle fuel tanks.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

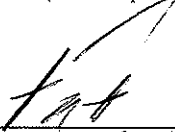
(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.


38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the sole responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall indemnify Lessor and hold Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

WITNESSES (two required):

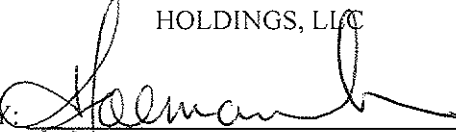


(as to Lessee) *S. Tagliente*



(as to Lessee) *R. BARASO*

LESSEE: DRJ SILVER LAKE
HOLDINGS, LLC

BY: 

TOM FORMANEK, President & CEO

DATE: 5/18, 2016

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

DATE: _____, 2016

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

DESCRIPTION: PARCEL "B"

THAT PART OF LOT 6, SILVER LAKE ADDITION "A", ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 41, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF SAID LOT 6 OF SILVER LAKE, ADDITION "A", AND RUN NORTH 19°31'26" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE NORTH 19°31'26" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 317.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 441, SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 15,746.10 FEET AND A RADIAL BEARING BEARING OF SOUTH 17°13'21" WEST. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 01°05'35", AN ARC LENGTH OF 300.37 FEET TO THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED LOT 6 OF SILVER LAKE, ADDITION "A"; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 19°31'26" WEST ALONG THE SAID SOUTHEASTERLY LINE OF LOT 6, A DISTANCE OF 331.92 FEET TO A POINT THAT IS NORTH 19°31'26" EAST, 200.00 FEET FROM THE MOST SOUTHERLY CORNER CORNER OF SAID LOT 6; THENCE NORTH 70°28'34" WEST PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 96,786.82 SQUARE FEET OR 2.23 ACRE.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described on the Boundary and Location Survey performed by Farnar and Associates, for the City of Leesburg on October 09,2001, halving a drawing number of 11232T01 and a project Number of 01-1232.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I Doug Drymon HAVE REQUESTED THE INFORMATION DEPICTED
HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS
SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: _____ DATE: _____

Deputy City Manager. for the City of Leesburg.

SURVEY BY FARNER AND ASSOCIATES
DATE OF SURVEY 11/19/2001
SECTION: 21 & 22-19-25



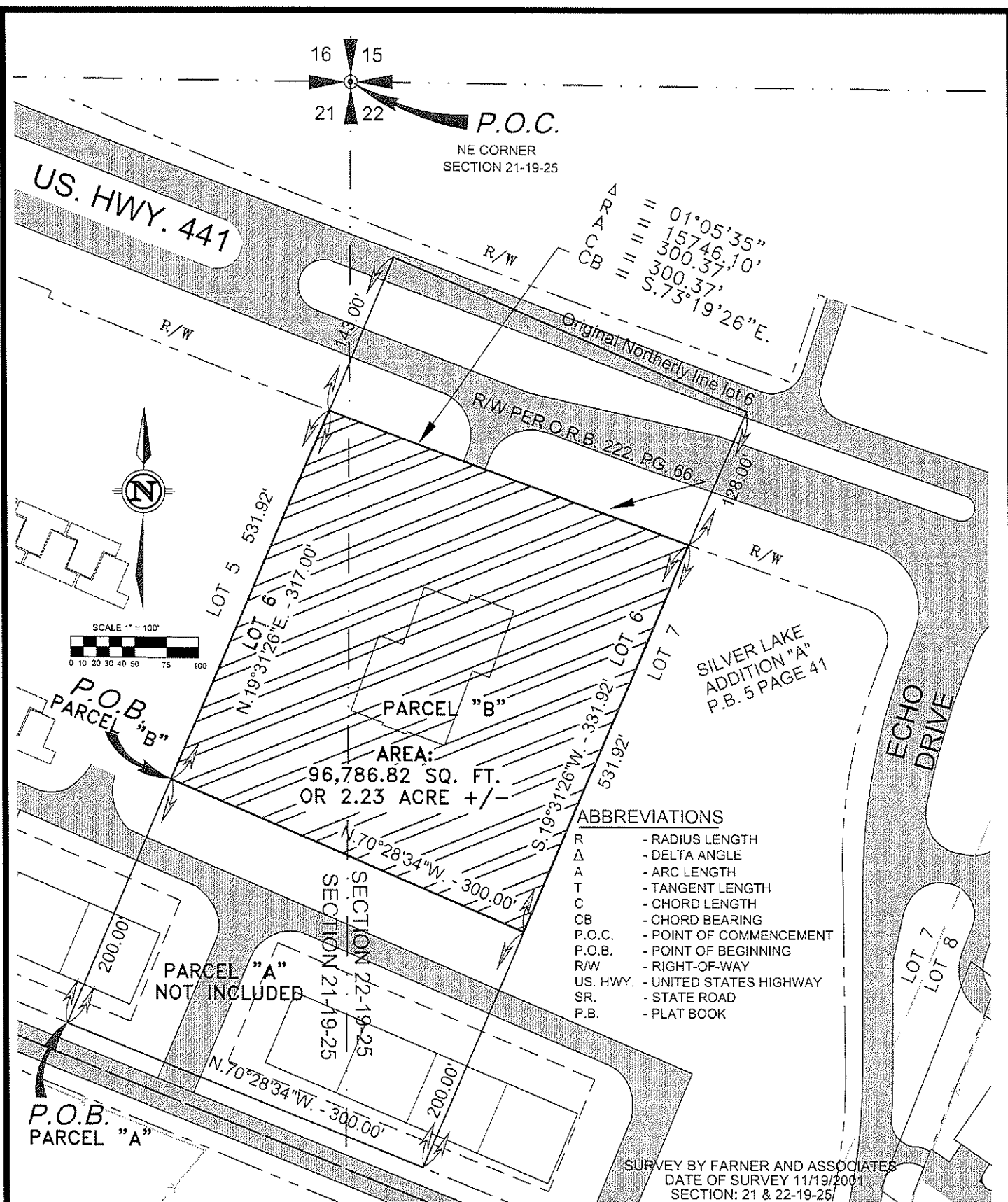
CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH of DESCRIPTION

9020 US HWY 441
LEESBURG INTERNATIONAL AIRPORT

DATE: 10/26/2012
DRAWN: D.D.F.
CHECKED: A.P.
APPROVED: D.D.
SCALE: 1" = 200'
FILE NO.: AP01010

SHEET
NUMBER
2
OF
2



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
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FILE NO.: AP01010

SHEET
NUMBER

2

OF

2



AGENDA MEMORANDUM

Item No: 5.C.5.

Meeting Date: June 13, 2016

From: Mike Thornton, Purchasing Manager
for Patrick Foster, Electric Utility Director

Subject: Resolution authorizing execution of an agreement for utility pole inspection services

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the fixed unit price agreement with Osmose Utilities Services, Inc.

Analysis:

The Florida Public Service Commission requires utility and light poles to be inspected every 7 years. The City of Leesburg has over 15,000 distribution and light poles. These include wood, steel, concrete, aluminum, and fiberglass. The poles have been divided into a 5-year cycle, consisting of approximately 3,000 poles each year. About 1/3 of our poles are wood, and will require extensive testing. The other pole types will require a visual inspection. The City anticipates about a 2% failure rate on the wood poles that will be tested. Poles failing the test will be replaced by City crews.

Procurement Analysis:

In 2010 the Orlando Utilities Commission (OUC) issued an RFP for Inspection and Treatment of Electric Utility Transmission Wood Poles. The City of Leesburg was a participating agency in the RFP and entered into an agreement with Osmose Utilities Services, Inc., along with OUC and several other municipal utilities.

The City allowed the original Agreement to lapse. At the time, there was no need for the services. The Electric Department has budgeted for these services in the current budget year and would like the contract reinstated so they may order work using the current fixed unit prices. Purchasing Staff have prepared the attached Agreement and recommend approval of the resolution authorizing execution of the Agreement.

This Agreement will expire on November 11, 2016. The Florida Municipal Power Association (FMPA) is currently working on a new RFP for these services. They anticipate a contract award to be effective October 1, 2016. The City will most likely 'piggyback' the FMPA Agreement for services in Fiscal Year 2017 and beyond.

Options:

1. Approve the resolution authorizing execution of an Agreement with Osmose Utilities Services, Inc.; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds in the amount of \$76,500 are budgeted and available in the current fiscal year for this service.

Submission Date and Time: 6/9/2016 3:49 PM

Department: <u>Electric Department</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>041-1062-531.34-10</u> Project No. <u>415830</u> WF No. <u>WF1022307 / 001</u> Req. No. <u>48204</u> Budget <u>\$76,500.00</u> Available <u>\$76,500.00</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT
WITH OSMOSE UTILITIES SERVICES, INC. FOR THE
INSPECTION AND TREATMENT OF WOOD UTILITY POLES;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with OSMOSE UTILITIES SERVICES, INC. whose address is 635 Highway 74 South,
Peachtree City, Georgia 30269 (email: osmosecontracts@osmose.com) for the inspection and
treatment of wood power poles.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE SERVICES AGREEMENT

THIS Agreement is made as of the **13th** day of **June** in the year 2016, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **OSMOSE UTILITIES SERVICES, INC.** whose address is 635 Highway 74 South, Peachtree City, Georgia 30269, (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide utility pole inspections, tagging and repair services for the CITY; and

WHEREAS, the Orlando Utility Commission, Florida (hereinafter referred to as “OUC”) publicly submitted an Invitation to Bid 2491 OQ, for an annual agreement for utility pole inspection services; and

WHEREAS, Invitation to Bid 2491 OQ did seek proposals from firms or individuals to provide such services on an annual contract for OUC; and

WHEREAS, the CONTRACTOR did submit a bid response that was deemed responsive and responsible by OUC; and

WHEREAS, OUC did hold a negotiation meeting, in which OUC and the CONTRACTOR did reach mutual agreement as to the terms and conditions of such services; and

WHEREAS, the CONTRACTOR and OUC thereafter entered into an agreement wherein CONTRACTOR would provide utility pole inspection services for OUC; and

WHEREAS, the CITY desires that the CONTRACTOR provide the same services for the CITY under the same terms and conditions as agreed upon in OUC Contract RFP082491 OQ between CONTRACTOR and OUC; and

WHEREAS, the CONTRACTOR is willing to provide such services to the CITY.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and by reference are incorporated herein and made a part hereof.

2. **Services.** The CONTRACTOR shall provide utility pole inspection services, as and when directed by the CITY, in accordance with the current pricing as detailed in **ATTACHMENT “A”** to this Agreement.

3. **Conflicting Terms.** To the extent that the CONTRACTOR's Agreement with OUC, Bid No. 2491 OQ conflicts with the terms of this Agreement, the terms of the OUC Contract RFP08 2491 OQ will take precedence.

4. **Labor and Materials.** All work will be done in a competent and workmanlike manner, using quality, new materials in compliance with this Agreement and all documents incorporated herein.

5. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

- i. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- ii. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- iii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- iv. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- v. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
- vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- ix. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- x. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630

Leesburg, Florida 34749-0630

- xi. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- xii. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- xiii. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- xiv. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

6. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished under this Agreement.

7. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any negligent act or negligent omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any negligent act or negligent omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to

indemnify the CITY shall be limited to negligent acts, negligent omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the negligent acts or negligent omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement. In the event of joint and concurrent negligence between CONTRACTOR and the CITY, each party shall be responsible for the percentage of negligence attribute to it by agreement between the parties or in a court of competent jurisdiction. However, in no event will the CITY be responsible for any indemnity of CONTRACTOR or other liability under this provision, beyond the amount of the statutory waiver of sovereign immunity set forth in Sec. 768.28, Fla. Stat. (2016). The CITY agrees to give CONTRACTOR written notice of any claims received within fifteen (15) continuous calendar days after the CITY first discovers or receives notice of claim. If the CITY fails to provide such notice, CONTRACTOR shall not defend indemnify, or hold harmless the CITY.

8. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

9. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

10. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract

for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Two (2) instances of refusing to accept/respond to a request for services within a twelve (12) month period constitutes an Event of Default and shall be subject to the City exercising its right to terminate for cause immediately upon written notice.

11. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

12. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished

deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

13. **Access to Records.** CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

14. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

15. **Payment.** CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with the State of Florida prompt payment act. If payment is by:

- i. Paper Check – Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

17. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the

benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

18. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

19. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Term and Termination.** The initial term of this Agreement shall be through November 11, 2016. This date is the expiration date of the current OUC contract. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

22. **Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided a non-appropriation has occurred and the CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before he proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Kris Angiulli, Director-Business Development. The primary contact person under this Agreement for the CITY shall be **STEVE DAVIS, Electric Department**.

24. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

27. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OSMOSE UTILITIES SERVICES, INC.

By:  _____

Printed: David R. Hagley _____

Its: Sr. Vice President _____
(Title)

ATTACHMENT "A"

Osmose Utilities Services, Inc.

SCHEDULE 1

05/23/2016

(Approximately 3,000 Distribution Poles)

UNIT DESCRIPTION	PRICE
INTERNAL TREAT	\$ 11.05
EXTERNAL TREAT	\$ 29.34
EXCAVATED REJECT	\$ 27.67
REJECT WITH EXTERNAL TREAT	\$ 30.97
SOUND AND BORE	\$ 7.38
MITC-FUME® - PER TUBE	\$ 7.23
PRIVATE PROPERTY	\$ 4.63
DATA DELIVERY/HOSTING	\$ 0.64
INSTALL GUY MARKER - CUSTOMER PROVIDED	\$ 5.02
* GROUNDWIRE REPAIR	\$ 11.44
REATTACH GROUNDWIRE MOLDING	\$ 3.72
RISERS	\$ 4.45
** GPS COORDINATES (1-10 METERS)	\$ 2.73
** DIGITAL IMAGE	\$ 4.57
VISUAL REPORT	\$ 5.93
INSTALL POLE STENCIL	\$ 0.29
LOADCALC ASSESSMENT	\$ 9.48

* Please note, the groundwire repair item listed on the price schedule will be made from the groundline to a distance as high as Osmose can reasonably reach from the ground.

** The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point and Digital Image. Osmose will not charge for any unattainable data or image collection. If requested however, Osmose can return to any pole location, for an hourly rate, to recollect data.



AGENDA MEMORANDUM

Item No: 5.C.6.

Meeting Date: June 13, 2016

From: Al Minner, City Manager

Subject: Approval of the creation of three positions, an Office Specialist, Administrative Assistant I and a Building Inspector II in the Building Permits Fund to be advertised and filled in the current fiscal year

Staff Recommendation:

Approval of the attached resolution creating three positions, an Office Specialist, Administrative Assistant I and a Building Inspector II in the Building Permits Fund.

Analysis:

With the increased building permit activity, these three positions are necessary in the current year to help manage the additional workflow. The department has seen a significant increase in residential and commercial building permits. For the first six months of the current year the revenues are up by approximately \$100,000 over the previous fiscal year. The Building Permits Fund is in a separate restricted special revenue fund; adding these three positions will not affect the General Fund.

Options:

1. Approve the resolution as attached; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

These three positions were not included in the current budget. The estimated cost for filling these positions in the current year is \$37,675. The proposed Building Permits Fund budget for fiscal year 2016-17 currently includes these positions and will be presented to the City Commission to review with the DRAFT budget in July.

Submission Date and Time: 6/9/2016 3:49 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>MWR</u> Submitted by: _____ City Manager _____	Account No. <u>151-6131-524-xxxx</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER
TO CREATE THREE POSITIONS; AN OFFICE SPECIALIST,
ADMINISTRATIVE ASSISTANT I, AND A BUILDING
INSPECTOR II IN THE BUILDING PERMITS FUND; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City Manager is hereby authorized to create three positions and fill them;
an Office Specialist position, Administrative Assistant I, and a Building Inspector II in the
current fiscal year.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5.C.7.

Meeting Date: June 13, 2016

From: Al Minner, City Manager

Subject: Resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2016; and providing an effective date

Staff Recommendation:

Approve the resolution relating to the provision of Fire Protection Services for the Fiscal Year beginning October 1, 2016; and providing an effective date.

Analysis:

Last year the City Commission established Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property located within the City. Currently the City has collected \$1,028,914 in Fire Assessments for Fiscal Year 2015-16. The attached resolution implements the same program for the Fiscal Year beginning October 1, 2016. The estimated amount to be collected in Fiscal Year 2016-17 is \$1,223,725 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use	
<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$58.00

Non-Residential Property Use	
<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.06
Industrial/Warehouse	\$0.01
Institutional	\$0.09
Church	\$0.08

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- Wholly tax exempt Church property used primarily for religious purposes.

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption for that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem tax bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Fiscal Impact:

This resolution will generate up to approximately \$1,000,000 in General Fund Revenue.

Submission Date and Time: 6/9/2016 3:49 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>_001-0000-325-2xxx_</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG, FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2016;

WHEREAS, the City Commission, on April 13, 2015, adopted Resolution No. 9580, (the "Initial Assessment Resolution");

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2016, the Ordinance requires the City Commission to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2016, after hearing comments and objections of all interested parties;

WHEREAS, notice of a public hearing has been given as required by Florida law and the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; and

WHEREAS, a public hearing was scheduled for, and held on, June 13, 2015, and comments and objections of all interested persons have been heard and considered as required by law and the terms of the Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10; Resolution No. 9580; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which the City Manager is directed to prepare or cause to be prepared for the fiscal year beginning October 1, 2016, are found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Initial Assessment Resolution, in the amount of the Fire Protection Assessment to be set forth in the Assessment Roll and approved by subsequent Resolution. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of a Final Assessment Resolution will constitute a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Initial Assessment Resolution, and the Parcel Apportionment methodology described in Appendix E of the Initial Assessment Resolution and adopted in Section 9 of the Initial Assessment Resolution, are hereby approved for use in the fiscal year beginning October 1, 2016.

(C) For the Fiscal Year beginning October 1, 2016, the estimated Fire Protection Assessed Cost to be assessed is \$1,223,725 The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2016, are hereby established as follows:

Residential Property Use Categories

Rate Per Dwelling Unit

Residential

\$58.00

**Non-Residential Property Use
Categories**

Rate Per Square Foot

Commercial

\$0.06

Industrial/Warehouse

\$0.01

Institutional

\$0.09

Church

\$0.08

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll to be approved by subsequent Resolution, are levied and imposed on all parcels of Assessed Property to be described in such Assessment Roll for the Fiscal Year beginning October 1, 2016.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds, or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, once approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll.

SECTION 4. PUBLIC HEARING ON FINAL ASSESSMENT RESOLUTION.
Consistent with this Resolution, the Ordinance, and the Initial Rate Resolution, the City Manager shall schedule a public hearing for consideration of adoption of a Final Assessment Resolution for the fiscal year beginning October 1, 2016. The City Manager shall cause due notice, and notice to all owners of the Assessed Property, to be given and published as to such public hearing, in the manner

required by Florida law, the Ordinance, and the Initial Rate Resolution. The public hearing is tentatively scheduled for September 12, 2016, at 5:30 p.m., in the City Commission Chambers, 5th Floor, City Hall, 501 Meadow Street, Leesburg, Florida 34748. At that time, the City Commission will hear comments from the public and affected property owners, and consider adoption of the Final Assessment Resolution to re-impose Fire Protection Assessments on all non-exempt Assessed Property, to be collected on the same tax bill as ad valorem taxes.

SECTION 5. **NOTICE BY PUBLICATION**. The City Manager shall publish a notice of public hearing authorized by Section 4 hereof in the manner and time provided in the Ordinance. The notice shall be published no later than August 22, 2016, in substantially the form attached hereto as Appendix A.

SECTION 6. **NOTICE BY MAIL**. The City Manager shall also provide notice by first class mail to the owner of each parcel of assessed property in the event circumstances described in the Ordinance so require. Such notices shall be mailed no later than August 22, 2016. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 7. **EFFECT OF ADOPTION OF RESOLUTION**. The adoption of a Final Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Final Assessment Resolution.

SECTION 8. **SEVERABILITY**. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

SECTION 9. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon its passage and adoption in accordance with law.

PASSED AND ADOPTED at the regular meeting of the Leesburg City Commission, held on the _____ day of June, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
J. ANDI PURVIS, City Clerk

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 12, 2016 in City Hall, Third Floor, 501 West Meadow Street, Leesburg, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Mrs. J. Andi Purvis, City Clerk, at (352) 728 – 9731, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories				Rate Per Dwelling Unit	
Residential					\$58.00
Non-Residential Property Use Categories				Rate Per Square Foot	
Commercial					\$0.06
Industrial/Warehouse					\$0.01
Institutional					\$0.09
Church					\$0.08

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- c. Wholly tax exempt Church property used primarily for religious purposes.
- d. Those seeking an exemption under categories (a) and (b) above must file a written application on a form provided by the City, with such information as is required by the Ordinance, no later than August 1, 2016. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2016 – 2017. Those seeking an exemption under category (c) above must file the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

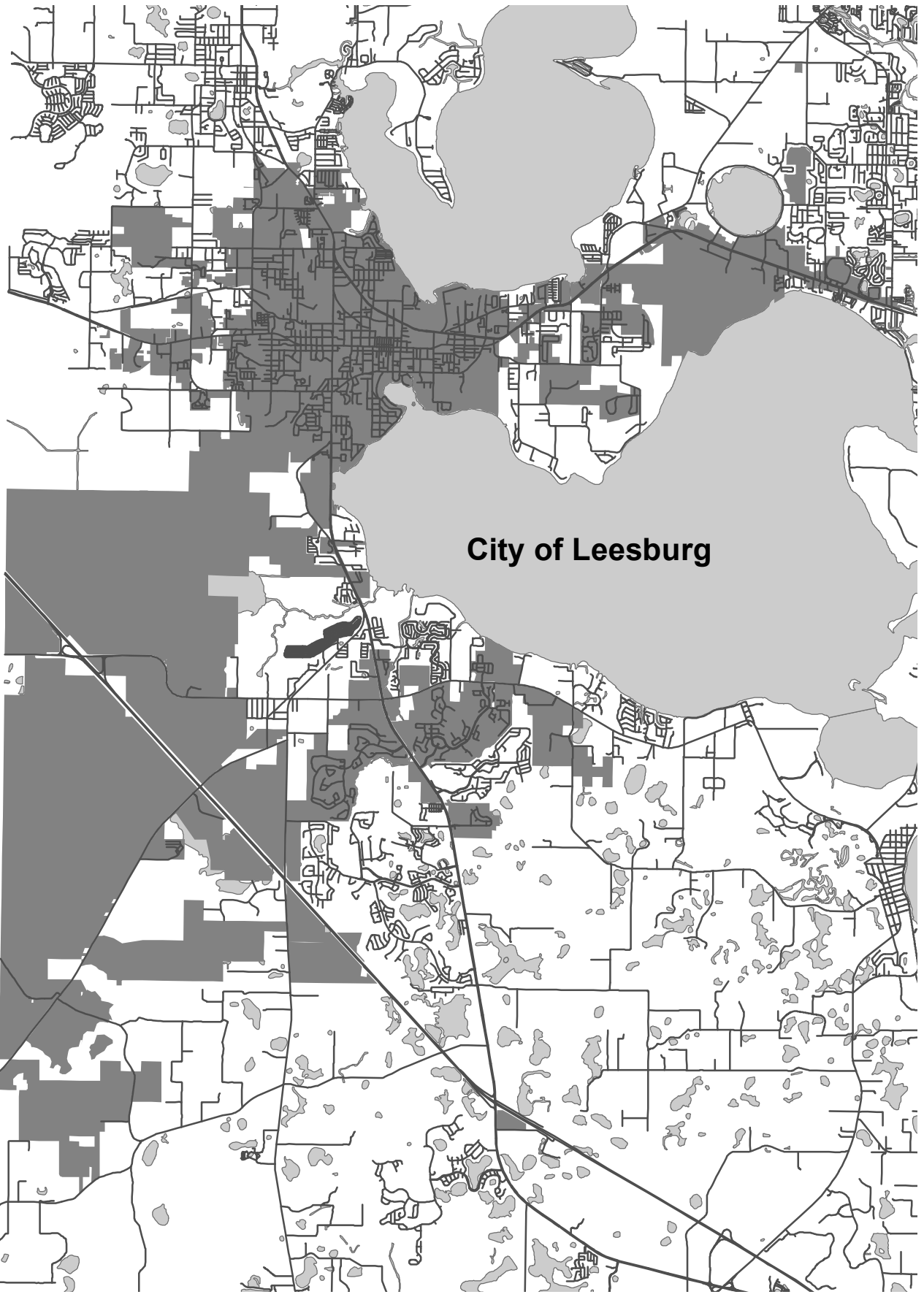
Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Rate Resolution, and the preliminary Assessment Roll are available for inspection at the City Administrator's Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2016. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.

{PLEASE INSERT CITY OF LEESBURG MAP HERE}

CITY COMMISSION
CITY OF LEESBURG, FLORIDA



City of Leesburg



AGENDA MEMORANDUM

Item No: 5.C.8.
Meeting Date: June 13, 2016
From: William Spinelli, CPA, Finance Director
Subject: Resolution Authorizing Signatories on all Bank Accounts at Ameris Bank

Staff Recommendation:

Staff recommends approval of the resolution authorizing signatories on all bank accounts at Ameris Bank.

Analysis:

The City opened an Account with Ameris Bank, who is providing the City a refunding loan for the Electric 2013 loan. The requested action is necessary to designate signatories on all bank accounts at Ameris Bank. The City is primarily using the Ameris Bank for pooled cash.

Options:

1. Approval of the attached resolution authorizing signatories on the accounts at Ameris Bank; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 6/9/2016 3:50 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF CITY OF
LEESBURG, FLORIDA AUTHORIZING SIGNATORIES AS
REQUIRED BY AMERIS BANK TO HONOR ALL CHECKS,
DRAFTS, OR OTHER ORDERS FOR PAYMENT OF MONEY
DRAWN IN THE NAME OF THE CITY OF LEESBURG;
PROVIDING A SAMPLE OF SAID INDIVIDUALS SIGNATURE;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

WHEREAS, Ameris Bank., whose address is Ameris Bank., 100 South Park Blvd.,
St. Augustine, FL 32086 has qualified as a City depository pursuant to the provisions of
Chapter 280, Florida Statutes; and,

WHEREAS, the Commission, in and for the City of Leesburg, desires to authorize
signatories required by Ameris Bank to honor all checks, drafts and other orders for
payment of money drawn in the name of the City of Leesburg on its demand deposits, time
deposits and savings accounts at Ameris Bank.

WHEREAS, Ameris Bank. has requested that the Commission provide a sample of
the signatories of Mayor, City Manager, Finance Director, Deputy Finance Director and
Financial Reporting Manager of the City of Leesburg, Florida to facilitate the above
referenced transactions.

**NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the
City of Leesburg, Florida as follows:**

1. That, the City of Leesburg hereby authorizes signatories to honor all checks, drafts,
and other orders for payment of money drawn in the name of the City of Leesburg,
effective June 13, 2016, as follows:

Jay Hurley, Mayor
City of Leesburg, Florida

Alfred Minner, City Manager
City of Leesburg, Florida

William Spinelli, Finance Director
City of Leesburg, Florida

James Williams, Deputy Finance Director
City of Leesburg, Florida

John Van Horn, Financial Reporting Manager
City of Leesburg, Florida

2. That, Ameris Bank is being provided a sample of the signatories of the aforementioned authorized persons.
3. That, upon adoption by the Commission in open session this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to Ameris Bank.
4. This Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

NEW ACCOUNT INFORMATION

DATE 05/26/2016

Check if applicable: ☐ Temporary ☐ Replacement

Financial Institution Name And Address

Ameris Bank
100 South Park Blvd

St Augustine, FL 32086

693

ACCOUNT INFORMATION

AMOUNT OF DEPOSIT \$ 100.00

PLAN #

ACCOUNT NUMBER 2048822338

TITLE OF ACCOUNT City Of Leesburg

ACCOUNT T.I.N. 59-6000362

PO Box 490630
Leesburg FL 34749-0630OWNERSHIP TYPE Public Depository
PRODUCT NAME Public Fds CheckingWords, numbers or phrases preceded by a ☐ are applicable only when marked, i.e., ☒ . Opened By Rulanda Bryant

BUSINESS ENTITY INFORMATION

BUSINESS NAME AND ADDRESS
City Of Leesburg501 W Meadow
Leesburg, FL 34748-5153

ASSUMED NAME IF D/B/A

CONTACT NAME Bill Spinelli
CONTACT TITLE Finance Director
CONTACT PHONE (352) 728-9714
OTHER

BUSINESS FILING STATE Florida

ENTITY DOCUMENT Public Funds Resolution

LAST FILING DATE

FILING EXPIRATION

DATE ESTABLISHED

NATURE OF BUSINESS Service Industry

PRIMARY LOCATION Lake County

RESOLUTION DATE 05/26/2016

E-MAIL ADDRESS bill.spinelli@leesburgflorida.gov

FACSIMILE AUTHORIZATION ON FILE ☐ YES ☒ NO

LIMITED LIABILITY COMPANY TAX CLASSIFICATION:

BUSINESS ENGAGES IN INTERNET GAMBLING* ☐

*If box is checked you must provide evidence of authority to engage in Internet Gambling.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and
3. I am a U.S. citizen or other U.S. person (defined in the W-9 Instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Exempt payee code, if any:

Exemption from FATCA reporting code, if any:

SIGNATURE 
City Of Leesburg
Owner

DATE

Taxpayer Identification Number: 59-6000362

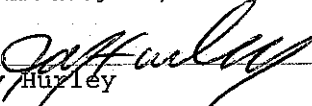
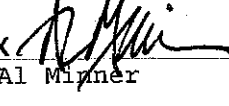
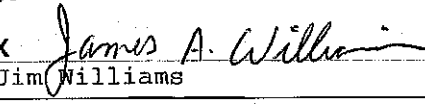
ADDITIONAL TERMS

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, the undersigned acknowledge that they have opened the type of account designated above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account type. The undersigned certify that all information provided to the institution is true and accurate. If this is a consumer account, the undersigned acknowledge receipt of an Account Disclosure, and a copy of this institution's Privacy Policy. The undersigned also acknowledge receipt, where applicable, of this institution's Funds Availability Policy and/or Electronic Fund Transfer Agreement. If this account is opened in the name of the business entity, all signers are acting on behalf of the business entity. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

NUMBER OF SIGNATURES REQUIRED: 1

☐ FACSIMILE ALLOWED☒ Authorized Signer Only Title: Authorized Signer☒ Authorized Signer Only Title: Authorized Signer☒  6-2-16
Jay Hurley Date☒  5/30/16
Al Minner Date☒ Authorized Signer Only Title: Authorized Signer☒ Authorized Signer Only Title: Authorized Signer☒  5/27/16
Bill Spinelli Date☒  5/27/16
Jim Williams Date

OWNER/SIGNER #1 NAME AND ADDRESS

Jay Hurley

501 West Meadow
Leesburg, FL 34748

Title/Capacity: Authorized Signer

EMPLOYER NAME AND ADDRESS

ID Type: Government
 ID Number: #59-6000362
 ID Issued By:
 ID Issuing Location:
 ID Issue Date: 05/26/2016
 ID Expiration:
 ID Type:
 ID Number:
 ID Issued By:
 ID Issuing Location:
 ID Issue Date:
 ID Expiration:
 Verification:
 Unique Identifier:
 E-Mail Address:

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

OWNER/SIGNER #2 NAME AND ADDRESS

Al Minner

501 West Meadow
Leesburg, FL 34748

Title/Capacity: Authorized Signer

EMPLOYER NAME AND ADDRESS

ID Type: Government
 ID Number: #59-6000362
 ID Issued By:
 ID Issuing Location:
 ID Issue Date: 05/26/2016
 ID Expiration:
 ID Type:
 ID Number:
 ID Issued By:
 ID Issuing Location:
 ID Issue Date:
 ID Expiration:
 Verification:
 Unique Identifier:
 E-Mail Address:

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

OWNER/SIGNER #3 NAME AND ADDRESS

Bill Spinelli

501 West Meadow
Leesburg, FL 34748

Title/Capacity: Authorized Signer

EMPLOYER NAME AND ADDRESS

ID Type: Government
 ID Number: #59-6000362
 ID Issued By:
 ID Issuing Location:
 ID Issue Date: 05/26/2016
 ID Expiration:
 ID Type:
 ID Number:
 ID Issued By:
 ID Issuing Location:
 ID Issue Date:
 ID Expiration:
 Verification:
 Unique Identifier:
 E-Mail Address:

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

OWNER/SIGNER #4 NAME AND ADDRESS

Jim Williams

501 West Meadow
Leesburg, FL 34748

Title/Capacity: Authorized Signer

EMPLOYER NAME AND ADDRESS

ID Type: Government
 ID Number: #59-6000362
 ID Issued By:
 ID Issuing Location:
 ID Issue Date: 05/26/2016
 ID Expiration:
 ID Type:
 ID Number:
 ID Issued By:
 ID Issuing Location:
 ID Issue Date:
 ID Expiration:
 Verification:
 Unique Identifier:
 E-Mail Address:

Tax ID Number:

Date of Birth:

Primary Phone:

Secondary Phone:

VERIFICATION / FOLLOW-UP

Additional Services Requested:

BENEFICIARY DESIGNATION. THE FOLLOWING BENEFICIARY(IES) ARE DESIGNATED:

☐ See Addendum

- 1.
- 2.
- 3.
4. Refer to designation of bene form

NEW ACCOUNT INFORMATION ADDENDUM	Financial Institution Name and Address Ameris Bank 100 South Park Blvd St Augustine, FL 32086 693
ACCOUNT NUMBER 2048822338 DATE 05/26/2016	

This form is a continuation of the New Account Information form completed for this account. This form is used to document the personal information for Owners/Signers #5 through #8 and to capture the appropriate signatures. This addendum provides signature lines for Owners/Signers #5 through #8 to acknowledge that information provided is correct and that they have received the applicable Account Agreement and Disclosures.

OWNER/SIGNER #5 INFORMATION	
John Van Horn 501 West Meadow Leesburg, FL 34748 Title/Capacity: Authorized Signer EMPLOYER NAME AND ADDRESS	ID Type: Government ID Number: #59-6000362 ID Issued By: ID Issuing Location: ID Issue Date: 05/26/2016 ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address:
Tax ID Number: Date of Birth: Primary Phone: Secondary Phone:	
OWNER/SIGNER #6 INFORMATION	
Title/Capacity: EMPLOYER NAME AND ADDRESS	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address:
Tax ID Number: Date of Birth: Primary Phone: Secondary Phone:	
OWNER/SIGNER #7 INFORMATION	
Title/Capacity: EMPLOYER NAME AND ADDRESS	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address:
Tax ID Number: Date of Birth: Primary Phone: Secondary Phone:	
OWNER/SIGNER #8 INFORMATION	
Title/Capacity: EMPLOYER NAME AND ADDRESS	ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: ID Type: ID Number: ID Issued By: ID Issuing Location: ID Issue Date: ID Expiration: Verification: Unique Identifier: E-Mail Address:
Tax ID Number: Date of Birth: Primary Phone: Secondary Phone:	

VERIFICATION / FOLLOW-UP

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGMENT. By signing this document, the undersigned acknowledge that they have received, understand and agree to be bound by the terms of the Account Agreement for the type of account that they have opened. If this is a consumer account, the undersigned acknowledge receipt of an Account Disclosure, and a copy of this institution's Privacy Policy and Electronic Fund Transfer Agreement. The undersigned also acknowledge receipt of this institution's Funds Availability Policy. If this account is opened in the name of a business entity, then all signers are acting on behalf of the business entity. The undersigned further acknowledge that the beneficiaries identified in the Beneficiary Designation section, if applicable, are complete and proper for this account. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

☒ Authorized Signer only.

☐ Authorized Signer only.

5. X

John Van Horn
John Van Horn

Authorized Signer

5/27/16
Date

6. X

Date

☐ Authorized Signer only.

☐ Authorized Signer only.

7. X

Date

8. X

Date

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING
WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS**

TO: (Name/Address of Financial Institution) Ameris Bank 100 South Park Blvd St Augustine, FL 32086 693	FROM: (Name/Address of Municipal Entity) City Of Leesburg 501 W Meadow Leesburg, FL 34748-5153
---	--

Words or phrases preceded by a ☐ are applicable only if the ☒ is marked.

Under the Governing Municipality of:

State of: Florida

"IT IS RESOLVED THAT:

Ameris Bank (the "Financial Institution"), qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited;

The following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect;

The person(s) and the number thereof designated by title designated account(s) is hereby authorized, for and on behalf of this Municipality, to sign orders or checks in accordance with state law, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality;

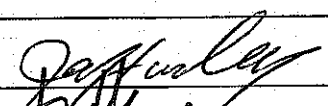
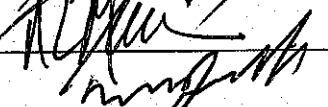
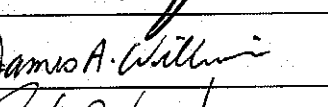
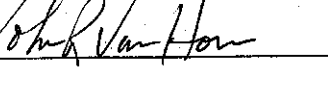
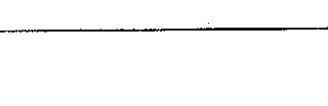
The endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and

Any one of the persons holding the offices of this Municipality designated below is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution."

THIS RESOLUTION APPLIES TO (Select One): ☐ All Accounts

☒ Specific Account Number(s): 2048822338

DATE OF RESOLUTION: 05/26/2016

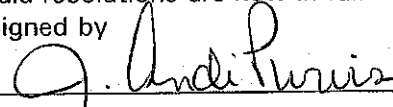
NAME AND TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
Jay Hurley Authorized Signer		
Al Minner Authorized Signer		
Bill Spinelli Authorized Signer		
Jim Williams Authorized Signer		
John Von Horn Authorized Signer		

Additional comments or instructions:

This Resolution includes all of the provisions on Page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Municipality at an open legal meeting held on the _____ day of _____ and said resolutions are now in full force and effect.

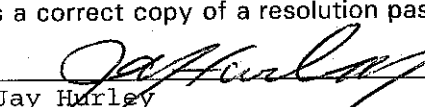
Signed by



6-2-16
Date

Clerk

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.


Jay Hurley
Title: Authorized Signer

6-2-16
Date

"IT IS FURTHER RESOLVED, that the Financial Institution be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all orders or checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title for the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution, and the Financial Institution shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that the Financial Institution be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institution, by which, in the Financial Institution's opinion, another person or entity claims an interest in any of these accounts and Financial Institution may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Financial Institution's satisfaction.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to give receipt therefor, and the Financial Institution is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institution is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) in accordance with state law, to accept such security, if applicable, and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Financial Institution in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Financial Institution, for refusing to honor any signatures not provided to the Financial Institution, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Financial Institution against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Financial Institution resulting from or arising out of any such payment or other action.

Select if applicable: ☐ **Further Resolved**, the Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Municipality for all negotiable instruments, checks, drafts, and other orders for payment of money drawn in the name of the Municipality, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated, if such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether misuse of a specimen or non-manual signature is with or without the negligence of the Municipality. The Specimen Facsimile Signature Exhibit, if attached, is incorporated into and is an integral part of this Resolution. The Municipality indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.





FURTHER RESOLVED, that the Secretary or Clerk of this Municipality be and hereby is authorized and directed to certify to the Financial Institution the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on this resolution and, if applicable, on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards, if any, and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Financial Institution to the contrary in writing; and the Financial Institution may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

FURTHER RESOLVED, that this resolution authorizes the Financial Institution to honor all orders or checks when bearing, or purporting to bear, the facsimile signature(s) provided below, if any, by any 1 of the named officers, or in an attached Exhibit when indicated."

Facsimile Signature

Facsimile Signature

☐ The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution.

By initialing, I acknowledge this is page 2 of 2 of the Resolution Designating Public Depository and Authorizing Withdrawal of Municipal Public Moneys	 Initials	 Initials	 Initials	 Initials
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Office of the State Treasurer

200 Piedmont Avenue, Suite 1204, West Tower

Atlanta, Georgia 30334-5527

ost.georgia.gov

INSTRUCTIONS TO PUBLIC DEPOSITORS USING THE POOLED METHOD FOR COLLATERALIZATION OF PUBLIC FUNDS

All Depositors using the Pooled Method are required to review the Pooled Method Disclosure Circular which is attached and is available on the Office of the State Treasurer's web site (ost.georgia.gov).

Please complete the acknowledgement form below and return it to your bank.

Participation in the Pooled Method is contingent upon your returning the signed acknowledgement to your bank and the bank's forwarding this document to the Georgia Bankers Association Services, Inc. (GBASI).

If you have any questions, please contact Kenyetta Parks, GBA Services Inc., 404.420.2035, kparks@gabankers.com.

Thank you for your cooperation.

Public Depositor's Pooled Method Acknowledgement

City Of Leesburg

59-6000362

Name of Pooled Method Depositor

Ameris Bank

Name of Depositor's Bank

I acknowledge that I have read and understand the Office of the State Treasurer's Pooled Method Disclosure Circular and approve participation in the Pooled Method:

Signature

Authorized Signer

Title

Jay Hurley

05/26/2016

Printed Name

Date



AGENDA MEMORANDUM

Item No: 5.C.9.

Meeting Date: June 13, 2016

From: Ken Thomas, Housing & Redevelopment Manager

Subject: Donation of property to Leesburg Community Development Corporation & Vicinity Incorporated

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Mayor and City Commission to donate properties to Leesburg Community Development Corporation & Vicinity Incorporated.

Analysis:

The Leesburg Community Development Corporation & Vicinity (LCDC) is a not-for-profit 501 C3 organization focused on improving the quality of lives for low to moderate income residents in Leesburg through providing affordable housing and self-help programs and services. Since 1997 the LCDC have focused their efforts on helping the low-income with home purchasing, job training, streets and drainage improvements, economic development, and housing rehabilitation. The donation of the three structures located at 1112 West Line Street, 1102 East North Boulevard and 413 Perkins Street respectively were properties the City acquired through foreclosure.

All three properties are in need of repairs and improvements before occupancy can occur. Therefore, the properties will be donated "As Is" and any improvements will be the responsibility of the LCDC. Currently, City Staff has the funding responsibility for the cost associated with maintaining the properties. The LCDC investment to improve the subject properties will create five (5) new affordable units for families within the City and alleviate the City of Leesburg burden to maintain the properties. The current and future vision of the LCDC is the exact approach we believe will be necessary to change the quality of housing within the community.

Options:

1. Approve the resolution to donate three properties to the Leesburg Community Development Corporation & Vicinity; and/or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funding is available to maintain the properties.

Submission Date and Time: 6/9/2016 3:50 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A CONTRACT BETWEEN THE
LEESBURG COMMUNITY DEVELOPMENT CORPORATION,
INC. AND THE CITY OF LEESBURG FOR DONATION OF
PROPERTIES LOCATED AT 1112 WEST LINE STREET, 1102
EAST NORTH BOULEVARD, AND 413 PERKINS STREET; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the
Leesburg Community Development Corporation & Vicinity, Incorporated, whose address is
314 Canal Street, Leesburg, Florida 34748 for donation of properties located at 1112 West Line
Street, 1102 East North Boulevard, and 413 Perkins Street.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 13th day of June 2016.

Mayor

ATTEST:

City Clerk

AGREEMENT TO DONATE PROPERTY

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the “City”), and the COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG & VICINITY (the “CDC”),

WHEREAS, the City owns the real property (the “Property”) legally described on Exhibit “A” attached, which it acquired through foreclosure of Code Enforcement Liens against the Property, and

WHEREAS, the City has deemed the Property to be surplus, and not needed for municipal purposes, and

WHEREAS, the CDC operates programs which provide rental housing to persons of low and moderate income, to assist in preparing them for home ownership, and

WHEREAS, these programs of the CDC serve a public purpose by assisting citizens with finding affordable rental housing and training them for future home ownership, and

WHEREAS, the CDC has requested that the City donate the Property to it to be used in the CDC’s housing programs described above, and the CDC is willing to accept the Property under the conditions outlined in this Agreement, and to utilize the Property for public purposes,

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by each party for the benefit and reliance of the other, the City and the CDC agree as set forth below:

1. The parties agree the statements above are true and correct, and are incorporated into this Agreement in all respects.
2. The City will donate the Property to the CDC, free of monetary consideration, subject to the terms and conditions of this Agreement.
3. The CDC will accept the Property from the City in its as – is, where – is condition, with all faults and defects. The CDC understands that the City acquired the Property through Code Enforcement proceedings, which in itself suggests the Property may suffer from defects in physical condition, some of which may be substantial, and releases the City from any obligation (whether express or implied in law) to inspect the Property or to disclose any defects, known or unknown. The CDC specifically agrees it has conducted such due diligence on, and investigation of, the Property, as it deems necessary and appropriate, and that the City will bear no responsibility whatsoever for any condition or defect of the Property or any structure located on the Property, no responsibility to repair or pay for repair of the Property or of any structure on it, and no liability for any death, injury, damage to property, or other liability arising out of the Property or its condition, once title is deeded to the CDC.

4. The CDC will indemnify the City, and hold it harmless, against all claims and causes of action accruing on or after the date the Property is deeded to the CDC, arising out of or in any way related to the Property, or any condition on or defect in the Property or any structure on it, and shall reimburse the City in full upon demand for any attorneys' fees, costs, or expenses the City incurs in connection with any such claim or cause of action.

5. The CDC will bear sole responsibility to obtain and pay for any due diligence items, such as but not limited to title insurance; survey; environmental site assessments; inspections of roof, electrical systems, plumbing systems, heating, air conditioning, appliances, or any other aspect of the Property, any structure on the Property or the contents of any structure. The City shall not be obligated to furnish or pay for any due diligence items whatsoever. By accepting title to the Property, the CDC will be presumed conclusively to have accepted it in as – is condition with all faults.

6. Conveyance of the Property to the CDC by the City shall be by way of quitclaim deed with no warranties.

7. Within not more than 180 days after the date on which title to the Property is conveyed to it, the CDC will commence repairs of the structures on the Property, and shall prosecute such repairs diligently to bring all structures into compliance with building, housing and property maintenance codes. The CDC will then take all steps reasonably necessary to see that the structures are kept in compliance with all applicable codes. All such work must be done at the CDC's expense without contribution from the City.

8. The CDC shall, upon receipt of title to the Property, undertake maintenance of the lawns and grounds of the Property and shall keep the lawns and grounds mowed, free of trash and debris, and otherwise in compliance with the City's codes and ordinances, at CDC expense. The CDC acknowledges that the City obtained the Property due to Code Enforcement efforts and would not have donated the Property to the CDC but for the covenant of the CDC to maintain the Property and keep it free of further code violations.

9. The Property shall be utilized by the CDC for the public purposes expressed in this Agreement for a minimum period of ten years following the date on which the Property is conveyed to the CDC, and may not sell or otherwise alienate title to the Property to any other person or entity until expiration of that ten year period, without the prior approval of the City Commission, by resolution adopted at a public hearing. The CDC understands this requirement is necessary to assure the City adheres to the requirements of Florida law which prohibit municipalities from expending assets other than for public purposes.

10. The CDC will pay all documentary stamp taxes due on the deed conveying the Property, and all recording costs due in connection with this donation, at the time the deed is executed by the City.

11. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This

Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

12. The CDC may not assign any of its rights under this Agreement, or delegate any of its duties, without the prior, written consent of the City.

13. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce a judgment.

14. This Agreement may be enforced only by the City and the CDC. Neither party intends to create any third party beneficiaries of this Agreement, and the benefits of this Agreement shall inure only to the named parties. This Agreement shall be enforced evenly as between the parties without regard to which party bore the principal role in drafting it.

15. The Property shall be conveyed to the CDC within no more than 30 days after both parties have signed this Agreement.

IN WITNESS WHEREOF, the City and the CDC have caused their duly authorized representatives to enter into this Agreement on the dates shown below.

COMMUNITY DEVELOPMENT
CORPORATION OF LEESBURG
& VICINITY

(Type or print name of witness)

BY: _____

Type or print name and corporate title

(Type or print name of witness)

DATE: June _____, 2016

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: June _____, 2016

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTIONS

PARCEL ONE:

Begin at a point on the North side of Line Street 73.3 feet West of Southeast corner of Lot 2, Block 43 according to the official map of Leesburg, Florida, run North parallel with the East boundary of said Lot 2, 150 feet; thence West 60 feet thence South 150 feet to the North boundary of Line Street; thence East along the North boundary of the said Line Street to the point of beginning; being further described as: The West 60 feet running to depth of 150 feet North and South of Lot 4, C.S. Brookings Subdivision of part of Lot 2 and 3, City of Leesburg.

Also known as 1112 West Line Street

PARCEL TWO:

Legal Description: Leesburg, Jackson's Add, Newtown Lot 5, Blk A – Less from NE Cor of NW ¼ of Sec 25 Run S 01-01-27 W 147.12 Ft, S 83-40-57 E 734.56 Ft to W Boundary of Lot 6 Blk A, N -1-04-12 E 50.21 Ft to Existing N R/W Line of SR 500, S 83-40-57 E 98.49 Ft to W Line of Lot 5 Blk A & POB, Cont S 83-40-57 E 98.48 Ft, N 01-04-39 E 12.39 Ft, N 83-40-57 W 98.49 Ft, S 01-04-25 W 12.39 Ft for POB of Rd R/W – PB 1 PG 26 Orb 2402 PG 1363
Location: 1102 East North Blvd., Leesburg, Florida 34748

Also known as 1102 East North Boulevard

PARCEL THREE:

Lot 13, Block D, SUNSHINE PARK, Leesburg, Lake County, Florida, according to the plat thereof recorded in Plat Book 6, Page 71, Public Records of Lake County, Florida, LESS that part bounded and described as follows: Begin at the Southeast corner of said Lot 13, Block D, run thence North along the East line of said Lot 13, a distance of 34 feet, thence West at right angle to said East line 45.01 feet to the Southwesterly side of said Lot 13, thence Southeasterly 56.49 feet to the Point of Beginning.

Also known as 413 Perkins Street



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 17, 2016

SUBJECT: 90th Annual FLC Conference – *Florida Cities: United & Strong*
VOTING DELEGATE INFORMATION
August 18-20, 2016 – Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Diplomat Resort, Hollywood, Florida on August 18-20. The theme for this year's conference is *Florida Cities: United & Strong*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2015.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 12, 2016.**

Attachments: Form Designating Voting Delegate

**90th Annual Conference
Florida League of Cities, Inc.
August 18-20, 2016
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com



AGENDA MEMORANDUM

Item No: 6B.

Meeting Date: June 13, 2016

From: William Spinelli, CPA Finance Director

Subject: Resolution authorizing the issuance of the City's not to exceed \$8,330,000 Electric System Refunding Revenue Note, Series 2016 to refund all the City's outstanding Electric system refunding revenue note, Series 2013

Staff Recommendation:

Approve Resolution authorizing the issuance of the City's not to exceed \$8,330,000 Electric System Refunding Revenue Note, Series 2016 to refund all the City's outstanding Electric system refunding revenue note, Series 2013.

Analysis:

The City did not include the 2013 Electric Utility Note in the public financing deal, because it was able to get additional savings through a private placement Note with Ameris Bank. The 2016 Refunding Note is using a traditional refunding debt structure (uniform savings). The City lock in the interest rate at 2.35%. The 2013 loan interest rate is 3.04%. The refunding will generate \$385,111 of net present value or 4.65% of the refunded bonds par amount. The 2016 Note has no prepayment penalty for partial or full repayment of principal at any time.

The City generated over \$489 thousand in gross debt service savings, which equates to \$385 thousand on a net present value basis or 4.65% of refunded bonds par amount.

Date	Prior Debt Service	Refunding Debt Service	Present Value to 6/16/16 @ 3.00%	
			Savings	
10/1/16	504,780	444,013	8,359	7,833
10/1/17	631,038	601,379	29,660	28,928
10/1/18	630,152	599,626	30,526	28,873
10/1/19	630,931	600,686	30,246	27,757
10/1/20	630,315	600,487	29,829	26,559
10/1/21	630,334	600,053	30,282	26,151
10/1/22	630,958	600,384	30,575	25,610
10/1/23	630,157	600,456	29,701	24,138
10/1/24	630,960	601,270	29,690	23,403
10/1/25	630,307	599,802	30,505	23,317
10/1/26	630,229	600,099	30,130	22,338
10/1/27	630,694	600,114	30,580	21,985
10/1/28	630,674	600,847	29,827	20,798
10/1/29	630,166	600,275	29,892	20,212
10/1/30	630,173	600,420	29,753	19,508
10/1/31	630,662	600,260	30,402	19,327
10/1/32	630,605	600,795	29,810	18,374
	10,593,137	10,050,962	489,766	385,112

Options:

1. Approve the Resolution; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The City generated over \$10.8 million in gross debt service savings, which equates to \$8.2 million (\$3.6 million less the contribution) on a net present value basis.

Date	Series 2016 Note		Series 2016 Bonds		Aggregate	
	Savings	PV Savings	Savings	PV Savings	Savings	PV Savings
10/1/16	8,359	7,833	512,275	505,947	520,634	513,780
10/1/17	29,660	28,928	474,575	460,449	504,235	489,377
10/1/18	30,526	28,873	471,554	445,103	502,080	473,976
10/1/19	30,246	27,757	474,964	436,125	505,209	463,881
10/1/20	29,829	26,559	471,526	421,235	501,355	447,794
10/1/21	30,282	26,151	473,692	411,679	503,974	437,830
10/1/22	30,575	25,610	471,272	398,466	501,847	424,076
10/1/23	29,701	24,138	474,378	390,194	504,079	414,331
10/1/24	29,690	23,403	471,221	377,103	500,911	400,507
10/1/25	30,505	23,317	474,902	369,740	505,407	393,057
10/1/26	30,130	22,338	474,144	359,145	504,274	381,483
10/1/27	30,580	21,985	474,107	349,362	504,688	371,368
10/1/28	29,827	20,798	473,754	339,657	503,581	360,455
10/1/29	29,892	20,212	471,085	328,589	500,977	348,801
10/1/30	29,753	19,508	473,183	321,097	502,936	340,605
10/1/31	30,402	19,327	475,850	314,142	506,252	333,469
10/1/32	29,810	18,374	474,665	304,901	504,475	323,276
10/1/33	-	-	420,032	262,610	420,032	262,610
10/1/34	-	-	417,901	254,168	417,901	254,168
10/1/35	-	-	469,850	277,893	469,850	277,893
10/1/36	-	-	474,500	272,847	474,500	272,847
10/1/37	-	-	474,750	265,549	474,750	265,549
	489,766	385,112	10,344,178	7,866,021	10,833,944	8,251,132

Submission Date and Time: 6/9/2016 3:50 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NOT TO EXCEED \$8,330,000 ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2016 TO REFUND ALL OF THE CITY'S OUTSTANDING ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2013; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH AMERIS BANK TO SECURE THE REPAYMENT OF SAID NOTE; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE NET ELECTRIC REVENUES ON PARITY WITH CERTAIN EXISTING CITY ELECTRIC SYSTEM DEBT, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY AND OTHER MATTERS IN REGARD THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:

AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law including City of Leesburg, Florida (the "City") Resolution No. 7141 as amended and supplemented (the "Original Instrument"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Original Instrument.

FINDINGS. It is hereby ascertained, determined and declared:

The City deems it necessary, desirable and in the best interests of the City that the City refund all of the City's Outstanding Electric System Refunding Revenue Note, Series 2013 (the "Refunded Note").

Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance by the City of its Electric System Refunding Revenue Note, Series 2016 (the "2016 Note") in a principal amount not to exceed \$8,330,000 and the execution and delivery of the Loan Agreement for the purposes of refunding the Refunded Note is not prohibited by law.

Based on the present volatility of the market for municipal debt, and in consultation with its Financial Advisor, Public Financial Management, Inc., the City has determined it is in the

best interest of the City to issue the 2016 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2016 Note at the most advantageous time allowing the City to obtain the best interest rate and other terms for the 2016 Note, and accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated sale of the 2016 Note to Ameris Bank ("Ameris") be authorized.

AUTHORIZATION OF ISSUANCE OF 2016 NOTE AND REFUNDING OF REFUNDED NOTE. The City hereby authorizes the issuance of the 2016 Note to Ameris for the purposes of refunding the Refunded Note all as more particularly described in the Loan Agreement.

APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND EXECUTION OF LOAN AGREEMENT AND 2016 NOTE. The repayment of the loan as evidenced by the 2016 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2016 Note. The City hereby approves the Loan Agreement by and between the City and Ameris in substantially the form attached hereto as **Exhibit A** (the "Loan Agreement") and authorizes the Mayor or the Mayor Pro-Tempore of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement and the 2016 Note in substantially the form attached to the Loan Agreement, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

PAYMENT OF DEBT SERVICE ON 2016 NOTE. Pursuant to the Loan Agreement, the 2016 Note will be secured by the Net Revenues of the City's Electric System on parity with certain existing City Electric System debt, all as more particularly described in the Loan Agreement.

AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents including but not limited to redemption notices, certificates or other items are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement, the 2016 Note, and the security therefore, the Mayor, the City Clerk, the City Manager, the Finance Director, the City Attorney, the City Financial Advisor and Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2016 Note.

LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2016 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

REPEAL OF INCONSISTENT RESOLUTIONS AND ACTIONS. All resolutions or actions of the City in conflict herewith are hereby superseded and repealed to the extent of such conflict.

EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2016 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2016 Note or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2016 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Note and Loan Agreement shall be issued and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED, APPROVED AND ADOPTED this 13th day of June, 2016.

CITY OF LEESBURG, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By _____
City Clerk

Approved as to form and correctness:

By _____
City Attorney

LOAN AGREEMENT

Dated as of June 16, 2016

By and Between

THE CITY OF LEESBURG, FLORIDA
(the "City")

and

AMERIS BANK
("AMERIS")

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 16th day of June, 2016, by and between **THE CITY OF LEESBURG, FLORIDA** (the "City"), a municipal corporation of the State of Florida and its successors and assigns, and **AMERIS BANK**, a Georgia banking corporation, and its successors and assigns (together with its successors or assigns as registered owner of the Note, "Ameris").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes and other applicable provisions of law (all of the foregoing, collectively, the "Act"), City Resolution No. 7141 adopted by the City Commission of the City on June 14, 2004, as amended (the "Original Instrument") and Resolution No. _____, adopted by the City Commission of the City on June 13, 2016 (the "Resolution"), is authorized to borrow money, and more particularly issue the Note described below the proceeds of which, together with other legally available City funds, will be used for the City's public purpose of refunding all of the City's Outstanding Electric System Refunding Revenue Note, Series 2013 (the "Refunded Note"); and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to refund all of the Refunded Note, and to pay related costs of issuance, Ameris submitted its commitment, dated May 12, 2016, to the City (the "Commitment"); and

WHEREAS, the City has pursuant to the Resolution accepted the Commitment, and Ameris is willing to purchase the Note (as hereinafter defined), but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

"City Clerk" shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of any Note is or was includable in the gross income of the Noteholder for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Noteholder, and until the conclusion of any appellate review, if sought.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Finance Director" shall mean the Finance Director of the City.

"Financial Advisor" shall mean Public Financial Management, Inc. or any other person or firm hired by the City to provide it with advice on financial issues, including borrowings.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Governmental Authority" shall mean the government of the United States of America, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Loan" shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest and penalties, if any, which have accrued.

"Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, October 1, 2032.

"Note" shall mean the City of Leesburg, Florida Electric System Refunding Revenue Note, Series 2016 issued by the City under the Original Instrument, the Agreement and the Resolution.

"Note Rate" shall mean a per annum rate equal to 2.35%. The Note Rate is subject to additional adjustment as provided in Section 3.03 hereof.

"Noteholder" or "Holder" shall mean Ameris as the registered owner of the Note and any subsequent registered owner of the Note.

"Original Purchaser" shall mean Ameris.

"Parity Obligations" shall mean collectively the City's outstanding Electric System Revenue Bonds, Series 2007A and Taxable Electric System Revenue Bonds, Series 2007B, the City's Electrical System Refunding Revenue Note, Series 2014 and any Additional Bonds or Hedge Obligations payable on parity therewith pursuant to the Original Instrument.

"Payment Date" shall mean each April 1 and October 1, commencing October 1, 2016 until the Note has been paid in full.

"Pledged Revenues" shall mean the Net Revenues as defined in the Original Instrument and until applied in accordance with the provisions of the Original Instrument, all other amounts, including investments thereof, held in the funds and accounts established thereunder, except that no amounts held in the Reserve Fund or any account therein are pledged to payments on the Note.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Note bears interest at the Taxable Rate.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Holder with the same after tax yield that the Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability. The Holder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to AMERIS in addition to the City representations and warranties set forth in the

Original Instrument and hereby deemed incorporated herein by reference thereto as if made on the date hereof, as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and thereunder and to issue and deliver the Note to AMERIS. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note and the Resolution are or will be valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City or the Pledged Revenues has occurred since the audited financial statements of the City for its year ended September 30, 2015.

(d) Powers of City. The City has the legal power and authority to pledge on a first lien basis, on parity with the lien thereon of the Parity Obligations, the Pledged Revenues to the repayment of the Note as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

Section 2.02. Covenants of the City. The City covenants as follows:

The City will furnish to Ameris (i) within 270 days following the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet and income statement as of the end of such Fiscal Year, and an audit report of an independent CPA, (ii) within 30 days of adoption for each year the current annual budget of the City, and (iii) any other information which Ameris may reasonably request.

Section 2.03. Representations and Warranties of Ameris. Ameris represents and warrants to the City as follows:

Knowledge and Experience. Ameris (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Note, (ii) has received and reviewed such financial information concerning the Pledged Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, Ameris shall make available to the City the Loan in the principal amount of Eight Million ____ Hundred ____ Thousand and ____ Hundred Dollars (\$____). The Loan will be evidenced by the Note. The proceeds available under this Agreement shall be used solely, together with other City funds, to refund the Refunded Note and to pay costs of issuing the Note, (that includes the partial termination fee for the Debt Service Forward Delivery Agreement), provided that any amount not so applied shall be deposited to the Revenue and Operating Fund created under the Original Instrument to pay debt service on the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as **Exhibit A** to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The aggregate principal amount of the Note shall be Eight Million ____ Hundred ____ Thousand and ____ Hundred Dollars (\$____). The Note shall be issued in a single denomination in an amount equal to the principal amount thereof.

(b) Interest. The Note shall bear interest at the Note Rate payable on each Payment Date. Upon the occurrence of the event specified in Section 3.03 and 5.01 of this Agreement, the Note Rate shall be adjusted as therein provided. The Noteholder shall promptly notify the City in writing of any adjustments in the Note Rate. Notwithstanding any provision hereof to the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law. Interest shall be calculated on the basis of a 360-day year of 12 30-day months.

(c) Registrar and Paying Agent. The City hereby designates itself as Registrar and Paying Agent for the Note.

(d) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole or in part on any Business Day, from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than five (5) Business Days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed Ameris, and finally to principal as directed by the City.

If at the time of mailing the notice of any redemption or prepayment, the City shall not have deposited with the Paying Agent (or have on deposit, if the City shall be the Paying Agent) moneys sufficient to redeem the Note, such notice shall state that it is subject to the deposit of moneys sufficient for such redemption with the Paying Agent not later than on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Notwithstanding the provisions of Section 6.06 of the Original Instrument publication of notice of redemption in the Bond Buyer or other financial journal shall not be required.

Section 3.03. Adjustments to Note Rate. The Note Rate shall be subject to adjustment as hereinafter described and as provided in the Note.

Determination of Taxability. Upon the occurrence of a Determination of Taxability and for as long as such Determination of Taxability shall be effective, the Note Rate on the Note shall be converted to the Taxable Rate and this adjustment shall survive payment of the Note until such time as the federal statute of limitations under which the interest on the Note could be declared taxable under the Code shall have expired. In addition, upon a Determination of Taxability, the City shall, immediately upon demand, pay to the Holder (or prior Holder, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder (or prior Holders, if applicable) as a result of the Determination of Taxability.

Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with Ameris the following, each in form and substance reasonably acceptable to Ameris:

(a) an opinion of counsel to the City, addressed to Ameris, substantially to the effect that (i) the Original Instrument and the Resolution have been duly adopted and remain in full force and effect and this Agreement and the Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms and payable on a parity with the Parity Obligations; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Original Instrument and the Resolution, to execute and

deliver this Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, the Original Instrument, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or affecting the validity or enforceability of any provision of the Original Instrument, this Agreement, the Note, or the Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (vii) the City has the legal authority to refund the Refunded Note and to pay associated costs of issuance and to grant a first lien on the Pledged Revenues on parity with the lien thereon of the Parity Obligations as described herein and in the Resolution; and (viii) all conditions contained in the Original Instrument and all other ordinances and resolutions of the City precedent to the issuance of the Note have been complied with;

(b) an opinion of Bond Counsel addressed to the City and Ameris (who may rely on opinion of counsel to the City for matters not covered by such counsel's opinion), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excluded from gross income for purposes of federal income taxation, (iv) the lien of the Refunded Note on the Pledged Revenues has been discharged; and (v) the opinion required by Section 12.02(c) of the Original Instrument;

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Note and Agreement; and

(e) such other documents as Ameris reasonably may request.

When the documents and items mentioned in clauses (a) through (e), inclusive, of this Section shall have been filed with Ameris, and when the Note shall have been executed as required by this Agreement, the City shall deliver the Note to or upon the order of Ameris upon receipt of the purchase price therefor.

Section 3.05. Registration of Transfer; Assignment of Rights of Ameris. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the transferor or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as **Exhibit A** to this Agreement. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges (other than those of the City) required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the transferor under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be Ameris under this Agreement and shall be bound by all provisions of this Agreement that are binding upon Ameris. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Ameris under this Agreement and the Note.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and provided further, that no transfer (except as provided in the immediately following paragraph) shall be permitted to anyone other than a transferee that is an "accredited investor" within the meaning of Regulation D of the Securities Act of 1933. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely as provided in Section 3.01 hereof, and that such use is permitted by applicable law.

Section 3.08. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Loan Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Loan Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues (except as otherwise provided in the definition of Pledged Revenues in this Agreement) on parity with the Parity Obligations as provided in this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Tax Covenant. The City covenants to the Noteholders that the City will not make any use of the proceeds of the Note at any time during the respective terms of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.04. Application of Provisions of Original Instrument. The Note shall for all purposes be considered to be an Additional Bond issued under the authority of Section 12.02 of the Original Instrument and shall be entitled to all the protection and security provided in and

by the Original Instrument for Additional Bonds, and the Note shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations except as otherwise provided herein. The debt service on the Note shall be payable on a parity with the Parity Obligations. The terms and provisions and all City covenants of the Original Instrument as supplemented hereby shall remain in full force and effect and be applicable with respect to the Note and are incorporated herein by reference in their entirety. The Reserve Requirement for the Note is \$0.

Section 4.05. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding the levy and collection of the Pledged Revenues.

Section 4.06. No Impairment. As long as the Note is outstanding, the pledging of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default; Remedies. The provisions of Article XIII of the Original Instrument shall apply for purposes of this Loan Agreement and shall be applied to the Note as though fully restated herein. Upon an Event of Default, the Holder may recover from the City all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise. Ameris may at its option charge City a late charge of five percent (5.00%) of the amount of any payment on the Note not received by Ameris within ten (10) days after the payment is due.

Section 5.02. Notice of Defaults. The City shall within five days after it acquires knowledge thereof, notify Ameris in writing; (a) upon the happening, occurrence, or existence of any Event of Default, and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide Ameris with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by Ameris, such date shall not in any way modify the date of occurrence of the actual Event of Default.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission,

authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Noteholder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or Ameris, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Leesburg, Florida
501 Meadow Street
Leesburg, FL 34748
Attention: City Manager

With a copy to:

City of Leesburg, Florida
501 Meadow Street
Leesburg, FL 34748
Attention: Finance Director

With a copy to:

Fred Morrison, Esquire
City Attorney
McLin Burnsed
1000 West Main Street
Leesburg, Florida 34748

As to Ameris Bank:

Ameris Bank
181 Cypress Point Parkway
Palm Coast, Florida 32164
Attention: Garry R. Lubi

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be a Saturday, Sunday or a day on which Ameris is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal shall be made on the next succeeding day on which Ameris is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law and Venue. The substantive laws of the State of Florida shall govern this Agreement. The parties hereto submit to the jurisdiction of Florida courts and federal courts and agree that venue for any suit concerning this Agreement shall lie in Flagler or Lake County, Florida or in the Middle District of Florida, as determined by Ameris in its sole discretion.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTE AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

Section 6.12. Documentary and Intangible Taxes. In the event that any intangible tax or documentary stamp tax is due from the Holder to any state or other governmental agency or authority because of the execution or holding of the Note, the City shall, upon demand, reimburse the Holder for any such tax paid.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

ATTEST:

CITY OF LEESBURG, FLORIDA

City Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
CORRECTNESS

AMERIS BANK

City Attorney

By: _____
Senior Vice President/Commercial
Banker

EXHIBIT A

FORM OF NOTE

THIS NOTE MAY BE TRANSFERRED ONLY IN WHOLE TO A HOLDER WHO BY BECOMING A HOLDER HEREOF REPRESENTS THAT IT IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

**CITY OF LEESBURG, FLORIDA
ELECTRIC SYSTEM REFUNDING REVENUE NOTE, SERIES 2016**

<u>Principal Sum</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Date of Issuance</u>
\$8,318,000	October 1, 2032	2.35%	June 16, 2016

(subject to
adjustment
as
provided
herein)

THE CITY OF LEESBURG, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of AMERIS BANK, a Georgia banking corporation or its assigns (the "Holder"), the Principal Sum stated above on the Maturity Date stated above except as the provisions for mandatory redemption hereinafter on each October 1 as set forth on Schedule I hereto are required to be made, together with any accrued and unpaid interest, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing on October 1, 2016, until payment of said principal sum has been made or provided for, at the Note Rate. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by wire transfer or otherwise as the City and the Holder may agree. The City agrees to pay the principal of and interest due on this Note without presentment or surrender.

The Note Rate may be adjusted in accordance with the terms of that certain Loan Agreement by and between the Holder and the City, dated as of June 16, 2016 (the "Agreement"). Such adjustments may be retroactive. Additional payments are also due in regard to the Note as provided for in Section 5.01 of the Agreement.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The Note may be prepaid by the City in whole on any Business Day from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed, plus

accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Holder not less than five (5) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(d) of the Agreement.

Notice having been given as aforesaid, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender of this Note to the office of the City. If, on the prepayment date, funds for the payment of such principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes and other applicable provisions of law, City Resolution No. 7141 (the "Original Instrument") and the City's Resolution No. _____ adopted by the City Commission on June 13, 2016 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution. The Note is being issued as an Additional Bond under the provisions of the Original Instrument. Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Resolution or the Agreement, as the case may be.

This Note is a limited, special obligation of the City, payable from and secured solely by a lien upon and pledge of the Pledged Revenues, as defined and described and in the manner provided in the Agreement. The lien of this Note on the Pledged Revenues is on parity with the lien thereon of the Parity Obligations.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein.

THIS NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Upon the occurrence of an Event of Default, the Holder shall also have such remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the City, either manually or with facsimile signature, and this Note is dated the Date of Issuance set forth above.

CITY OF LEESBURG, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved As To Form and Correctness:

City Attorney

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF LEESBURG, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder: _____

By: _____

Schedule I

Principal on this Note shall be payable on October 1 of the following years and in the following amounts:

<u>Year</u>	<u>Principal Amortization</u>
2016	\$387,000
2017	415,000
2018	423,000
2019	434,000
2020	444,000
2021	454,000
2022	465,000
2023	476,000
2024	488,000
2025	498,000
2026	510,000
2027	522,000
2028	535,000
2029	547,000
2030	560,000
2031	573,000
2032	587,000

Miscellaneous Accounts Receivable Customers with City Attorney

Prepared by Finance

April 18, 2016

Customer Name		Description	Amount Unpaid	Billed Date	
ACCOUNTS CURRENTLY WITHOUT RESOLUTION					
RECOMMENDATIONS:		ATTORNEYS NOTES			
001 FUND					
FTB Sports/Bert Holloway	attorney for collection	Civil Suit Filed 10/11/11	Sleepy Hollow Field Rental	\$ 6,313.00	10/14/2011 -
All Terrain Lawn & Tractor	attorney for collection		AD Valorem Taxes/City Property Rent	\$ 10,199.54	11/1/2010
			Subtotal 001 Fund	\$ 16,512.54	
043 Fund					
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 15,486.91 *	10/22/2008 -
				\$ 15,486.91	
044 FUND					
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 36,136.13 *	10/22/2008 -
				\$ 36,136.13	

* Total for Legacy Water Impact Fees plus interest is \$15,486.91

* Total for Legacy Wastewater Impact Fees plus interest is \$36,136.13

* Total for Legacy \$51,623.04

CURRENTLY MAKING PAYMENTS

ATTORNEYS NOTES				Date of Last Pymt
001 FUND				
Barker, Jennifer	\$50 per month per email from Jay Evans	Educational Funding Reimb	\$ 1,376.08	10/1/2007
			<u>\$ 1,376.08</u>	3/31/2016
041 FUND				
Bassette, Gerald	\$20 per month agreement with Finance	Damage to City Property	\$ 60.00	8/1/2012
			<u>\$ 60.00</u>	10/6/2015
048 Fund				
Buildtelligence	\$1,000.00 per month agreement with Finance	Ad Valorem Taxes	\$ 4,957.64	11/13/2015
			<u>\$ 4,957.64</u>	3/23/2016

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE**041 FUND**

Gilbert, Douglas J	Letter sent 03/23/2016	Damage to City Property	\$ 20,664.25
Roberts, Jimmy	Letter sent 03/23/2016	Damage to City Property	\$ 3,209.40
			<u>\$ 23,873.65</u>

043 Fund

Anderson, Curtis	Letter sent 03/23/2016	Damage to City Property	\$ 1,212.76
			<u>\$ 1,212.76</u>

001 FUND TOTAL	\$	17,888.62
041 FUND TOTAL	\$	23,933.65
43 FUND TOTAL	\$	16,699.67
044 FUND TOTAL	\$	36,136.13
048 FUND TOTAL	\$	4,957.64
	\$	99,615.71

Total \$ 99,615.71

Expected write offs as of September 30, 2016

Every September the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal year 2015 and 2016.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2015-2016	\$ -		
2014-2015	\$ 430,775		
2013-2014	262,576	258,246	(4,329)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)
2010-2011	586,949 *	481,948	(105,001)
2009-2010	681,622 *	598,787	(82,835)
2008-2009	467,183 *	437,240	(29,943)
2007-2008	373,550		
2006-2007	380,289		

**Projected
Fiscal year 2015- Month by Month
10/01/14- 09/30/15**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 21,833	13	87	236.50	215.61
November	25,606	5	81	533.99	283.17
December	* 93,396	4	241	185.21	304.46
January	33,076	1	104	253.62	321.12
February	38,508	3	112	319.76	335.25
March	21,556	1	81	529.82	266.12
April	25,816	6	81	246.75	300.43
May	49,449	9	150	337.03	309.66
June	13,844	1	60	39.42	230.74
July	49,787	3	72	9,625.88	290.40
August	39,022	6	120	334.41	325.18
September	18,882	1	48	1,009.90	372.33
Accounts to be written off*	\$ 430,775	53			
Prior Yr to Date	\$ 181,295	33	904		
difference	\$ 249,480	20	(904)		

* Amounts may change as collections and adjustments occur through out the year

*This is higher due to the back log in billing from August thur October in the final bill processing.

**Projected
Fiscal year 2016 Month by Month
10/01/15- 09/30/16**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ -	1	81	869.03	324.15
November	-	2	85	1,053.64	357.65
December	-	3	87	2,190.87	312.19
January	-	4	113	5,397.93	351.51
February	-	1	135	1,904.49	579.65
March	-	6	175	502.95	440.40
April	-	1	88	778.69	535.15
May	-	0	0	0.00	0.00
June	-	0	0	0.00	0.00
July	-	0	0	0.00	0.00
August	-	0	0	0.00	0.00
September	-	0	0	0.00	0.00
Accounts to be written off*	\$ -	18	764		
Prior Yr to Date	\$ 430,775	53	1,237		
difference	\$ (430,775)	(35)	(473)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2015 and Ending on March 31, 2016

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 23,539,389	\$ 9,170,489.13	\$ 4,543,212.91	\$ 13,713,702.04	58.26%	\$ 9,825,686.96
Special Revenue Funds						
013 Housing Assistance	218,085	66,145.85	-	66,145.85	30.33%	151,939.15
021 Debt Service Fund	2,536,491	-	2,486,136.52	2,486,136.52	98.01%	50,354.48
031 Capital Projects Fund	3,583,166	73.24	157,346.82	157,420.06	4.39%	3,425,745.94
132 Local Option Sales Tax	2,107,075	776,785.91	-	776,785.91	36.87%	1,330,289.09
121 Police Forfeiture Fund	-	4,194.69	-	4,194.69	0.00%	(4,194.69)
122 Police Education Fund	12,000	2,934.59	-	2,934.59	24.45%	9,065.41
133 Gas Tax	972,426	351,003.24	-	351,003.24	36.10%	621,422.76
141 Police Impact Fees	-	26,046.35	-	26,046.35	0.00%	(26,046.35)
142 Fire Impact Fees	-	15,454.57	-	15,454.57	0.00%	(15,454.57)
143 Recreation Impact Fees	200,000	37,344.06	-	37,344.06	18.67%	162,655.94
151 Building Fund	622,900	445,134.37	8,440.00	453,574.37	72.82%	169,325.63
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	345,249	312,381.67	-	312,381.67	90.48%	32,867.33
017 Carver Heights CRA Fund	861,894	212,227.47	-	212,227.47	24.62%	649,666.53
018 Highway 27/441 CRA Fund	936,808	40,140.00	-	40,140.00	4.28%	896,668.00
Total General Governmental Funds	35,935,483	11,460,355.14	7,195,136.25	18,655,491.39	51.91%	17,279,991.61
Enterprise Funds						
014 Stormwater Utility Fund	3,331,912	787,121.55	-	787,121.55	23.62%	2,544,790.45
041 Electric Utility Fund	74,294,846	34,631,257.09	106,442.83	34,737,699.92	46.76%	39,557,146.08
042 Gas Utility Fund	9,282,586	3,564,216.50	-	3,564,216.50	38.40%	5,718,369.50
043 Water Utility Fund	12,581,179	3,754,555.99	44,503.46	3,799,059.45	30.20%	8,782,119.55
044 Wastewater Utility Fund	12,936,041	5,445,707.61	-	5,445,707.61	42.10%	7,490,333.39
045 Communications Utility Fund	2,497,298	1,002,125.18	-	1,002,125.18	40.13%	1,495,172.82
046 Sanitation Services Fund	3,921,108	1,999,297.18	-	1,999,297.18	50.99%	1,921,810.82
048 Airport Fund	2,704,193	698,989.70	-	698,989.70	25.85%	2,005,203.30
Internal Service Funds						
064 Health Insurance Fund	5,497,844	2,605,386.26	-	2,605,386.26	47.39%	2,892,457.74
065 Workers' Compensation Insurance Fund	505,304	331,471.94	-	331,471.94	65.60%	173,832.06
066 Risk Management Fund	649,098	651,325.99	-	651,325.99	100.34%	(2,227.99)
510 Fleet Maintenance Fund	3,897,692	1,111,458.85	-	1,111,458.85	28.52%	2,786,233.15
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,245,113	623,490.24	-	623,490.24	50.07%	621,622.76
062 Municipal Firemen's Retirement Trust Fund	1,066,584	647,490.59	-	647,490.59	60.71%	419,093.41
063 General Employees' Retirement Fund	2,591,446	1,528,765.43	-	1,528,765.43	58.99%	1,062,680.57
Total All Funds	\$ 172,937,727	\$ 70,843,015.24	\$ 7,346,082.54	\$ 78,189,097.78	45.21%	\$ 94,748,629.22

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2015 and Ending on March 31, 2016

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 23,539,389	\$ 10,601,869.06	45.04%	\$ 12,937,519.94	\$ 3,111,832.98
<u>Special Revenue Funds</u>					
Housing Assistance	218,085	62,644.72	28.72%	155,440.28	3,501.13
Debt Service Fund	2,536,491	2,132,921.35	84.09%	403,569.65	353,215.17
Capital Projects Fund	3,583,166	157,346.82	4.39%	3,425,819.18	73.24
Local Option Sales Tax	2,107,075	1,151,471.14	54.65%	955,603.86	(374,685.23)
Police Forfeiture Fund	-	5,845.91	0.00%	(5,845.91)	(1,651.22)
Police Education Fund	12,000	12,137.61	101.15%	(137.61)	(9,203.02)
Gas Tax	972,426	84,274.20	8.67%	888,151.80	266,729.04
Police Impact Fees	-	2,051.38	0.00%	(2,051.38)	23,994.97
Fire Impact Fees	-	1,280.00	0.00%	(1,280.00)	14,174.57
Recreation Impact Fees	200,000	8,747.93	4.37%	191,252.07	28,596.13
Building Fund	622,900	203,541.78	32.68%	419,358.22	250,032.59
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	345,249	256,441.72	74.28%	88,807.28	55,939.95
Carver Heights CRA Fund	861,894	34,950.92	4.06%	826,943.08	177,276.55
Highway 27/441 CRA Fund	936,808	346,766.59	37.02%	590,041.41	(306,626.59)
<u>Total General Governmental Funds</u>	35,935,483	15,062,291.13	41.91%	20,873,191.87	3,593,200.26
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,331,912	417,230.52	12.52%	2,914,681.48	369,891.03
Electric Utility Fund	74,294,846	25,931,733.07	34.90%	48,363,112.93	8,805,966.85
Gas Utility Fund	9,282,586	3,882,389.54	41.82%	5,400,196.46	(318,173.04)
Water Utility Fund	12,581,179	3,432,181.21	27.28%	9,148,997.79	366,878.24
Wastewater Utility Fund	12,936,041	4,035,789.43	31.20%	8,900,251.57	1,409,918.18
Communications Utility Fund	2,497,298	840,597.55	33.66%	1,656,700.45	161,527.63
Sanitation Services Fund	3,921,108	1,593,163.67	40.63%	2,327,944.33	406,133.51
Airport Fund	2,704,193	1,026,061.21	37.94%	1,678,131.79	(327,071.51)
<u>Internal Service Funds</u>					
Health Insurance Fund	5,497,844	2,828,165.59	51.44%	2,669,678.41	(222,779.33)
Workers' Compensation Insurance Fund	505,304	446,308.23	88.32%	58,995.77	(114,836.29)
Risk Management Fund	649,098	648,676.50	99.94%	421.50	2,649.49
Fleet Maintenance Fund	3,897,692	921,360.95	23.64%	2,976,331.05	190,097.90
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,245,113	289,791.73	23.27%	955,321.27	333,698.51
Municipal Firemen's Retirement Trust Fund	1,066,584	373,915.98	35.06%	692,668.02	273,574.61
General Employees' Retirement Fund	2,591,446	761,828.78	29.40%	1,829,617.22	766,936.65
Total All Funds	\$ 172,937,727	\$ 62,491,485.09	36.14%	\$ 110,446,241.91	\$ 15,697,612.69

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on March 31, 2015

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 <u>General Fund</u>	\$ 23,105,520	\$ 7,613,345.88	\$ 4,911,669.07	\$ 12,525,014.95	54.21%	\$ 10,580,505.05
<u>Special Revenue Funds</u>						
013 Housing Assistance	139,342	69,189.45	-	69,189.45	49.65%	70,152.55
021 Debt Service Fund	2,134,609	0.01	2,483,698.52	2,483,698.53	116.35%	(349,089.53)
031 Capital Projects Fund	2,257,408	(346.38)	526,776.40	526,430.02	23.32%	1,730,977.98
132 Local Option Sales Tax	1,774,229	733,198.12	101,857.50	835,055.62	47.07%	939,173.38
121 Police Forfeiture Fund	-	19,447.37	-	19,447.37	0.00%	(19,447.37)
122 Police Education Fund	12,000	3,749.86	-	3,749.86	31.25%	8,250.14
133 Gas Tax	923,993	385,691.31	-	385,691.31	41.74%	538,301.69
141 Police Impact Fees	15,194	15,802.93	-	15,802.93	104.01%	(608.93)
142 Fire Impact Fees	-	15,147.32	-	15,147.32	0.00%	(15,147.32)
143 Recreation Impact Fees	25,079	20,179.39	-	20,179.39	80.46%	4,899.61
151 Building Fund	700,640	339,944.56	5,460.00	345,404.56	49.30%	355,235.44
<u>Community Redevelopment Agencies</u>						
016 Greater Leesburg CRA Fund	1,645,480	455,042.81	1,000,000.00	1,455,042.81	88.43%	190,437.19
017 Carver Heights CRA Fund	1,217,659	181,884.52	-	181,884.52	14.94%	1,035,774.48
018 Highway 27/441 CRA Fund	867,286	5,058.73	-	5,058.73	0.58%	862,227.27
<u>Total General Governmental Funds</u>	34,818,439	9,857,335.88	9,029,461.49	18,886,797.37	54.24%	15,931,641.63
<u>Enterprise Funds</u>						
014 Stormwater Utility Fund	3,631,516	726,994.42	-	726,994.42	20.02%	2,904,521.58
041 Electric Utility Fund	76,491,250	27,358,100.28	71,291.68	27,429,391.96	35.86%	49,061,858.04
042 Gas Utility Fund	10,287,074	4,098,549.45	-	4,098,549.45	39.84%	6,188,524.55
043 Water Utility Fund	14,118,424	3,436,267.91	29,074.78	3,465,342.69	24.54%	10,653,081.31
044 Wastewater Utility Fund	12,050,038	5,074,077.66	-	5,074,077.66	42.11%	6,975,960.34
045 Communications Utility Fund	2,381,074	840,572.48	-	840,572.48	35.30%	1,540,501.52
046 Sanitation Services Fund	3,868,381	1,842,502.02	-	1,842,502.02	47.63%	2,025,878.98
048 Airport Fund	3,028,960	1,003,339.76	450,000.00	1,453,339.76	47.98%	1,575,620.24
<u>Internal Service Funds</u>						
064 Health Insurance Fund	5,820,868	2,673,007.98	-	2,673,007.98	45.92%	3,147,860.02
065 Workers' Compensation Insurance Fund	532,509	286,082.57	-	286,082.57	53.72%	246,426.43
066 Risk Management Fund	656,716	651,382.39	-	651,382.39	99.19%	5,333.61
510 Fleet Maintenance Fund	3,068,982	986,279.94	-	986,279.94	32.14%	2,082,702.06
<u>Pension Trust Funds</u>						
061 Municipal Police Retirement Trust Fund	1,258,249	322,038.97	-	322,038.97	25.59%	936,210.03
062 Municipal Firemen's Retirement Trust Fund	1,345,479	607,802.10	-	607,802.10	45.17%	737,676.90
063 General Employees' Retirement Fund	2,561,233	1,138,621.83	-	1,138,621.83	44.46%	1,422,611.17
<u>Total All Funds</u>	\$ 175,919,192	\$ 60,902,955.64	\$ 9,579,827.95	\$ 70,482,783.59	40.07%	\$ 105,436,408.41

* Interfund Transfers & Developer Contributions

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2014 and Ending on March 31, 2015

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 23,105,520	\$ 10,826,613.28	46.86%	\$ 12,278,906.72	\$ 1,698,401.67
<u>Special Revenue Funds</u>					
Housing Assistance	139,342	32,046.89	23.00%	107,295.11	37,142.56
Debt Service Fund	2,134,609	1,840,977.06	86.24%	293,631.94	642,721.47
Capital Projects Fund	2,257,408	526,776.40	23.34%	1,730,631.60	(346.38)
Local Option Sales Tax	1,774,229	1,062,669.13	59.89%	711,559.87	(227,613.51)
Police Forfeiture Fund	-	16,755.87	0.00%	(16,755.87)	2,691.50
Police Education Fund	12,000	3,904.70	32.54%	8,095.30	(154.84)
Gas Tax	923,993	205,154.01	22.20%	718,838.99	180,537.30
Police Impact Fees	15,194	989.09	6.51%	14,204.91	14,813.84
Fire Impact Fees	-	1,040.00	0.00%	(1,040.00)	14,107.32
Recreation Impact Fees	25,079	993.09	3.96%	24,085.91	19,186.30
Building Fund	700,640	229,085.31	32.70%	471,554.69	116,319.25
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	1,645,480	635,270.75	38.61%	1,010,209.25	819,772.06
Carver Heights CRA Fund	1,217,659	46,065.29	3.78%	1,171,593.71	135,819.23
Highway 27/441 CRA Fund	867,286	369,288.54	42.58%	497,997.46	(364,229.81)
<u>Total General Governmental Funds</u>	34,818,439	15,797,629.41	45.37%	19,020,809.59	3,089,167.96
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,631,516	394,679.94	10.87%	3,236,836.06	332,314.48
Electric Utility Fund	76,491,250	27,360,693.20	35.77%	49,130,556.80	68,698.76
Gas Utility Fund	10,287,074	4,321,586.14	42.01%	5,965,487.86	(223,036.69)
Water Utility Fund	14,118,424	3,310,552.63	23.45%	10,807,871.37	154,790.06
Wastewater Utility Fund	12,050,038	4,211,564.53	34.95%	7,838,473.47	862,513.13
Communications Utility Fund	2,381,074	763,830.05	32.08%	1,617,243.95	76,742.43
Sanitation Services Fund	3,868,381	1,926,680.86	49.81%	1,941,700.14	(84,178.84)
Airport Fund	3,028,960	349,296.90	11.53%	2,679,663.10	1,104,042.86
<u>Internal Service Funds</u>					
Health Insurance Fund	5,820,868	2,904,624.37	49.90%	2,916,243.63	(231,616.39)
Workers' Compensation Insurance Fund	532,509	232,738.37	43.71%	299,770.63	53,344.20
Risk Management Fund	656,716	649,069.57	98.84%	7,646.43	2,312.82
Fleet Maintenance Fund	3,068,982	971,728.76	31.66%	2,097,253.24	14,551.18
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,258,249	416,673.85	33.12%	841,575.15	(94,634.88)
Municipal Firemen's Retirement Trust Fund	1,345,479	519,900.03	38.64%	825,578.97	87,902.07
General Employees' Retirement Fund	2,561,233	1,197,776.87	46.77%	1,363,456.13	(59,155.04)
Total All Funds	\$ 175,919,192	\$ 65,329,025.48	37.14%	\$ 110,590,166.52	\$ 5,153,758.11

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
3/31/2016**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNI-CATION SERV. FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 71,767,567.49	\$ 16,441,322.08	\$ 3,316,823.52	\$ 696,267.78	\$ 61,581.53	\$ 14,632,930.12	\$ 5,880,758.30	\$ 6,912,805.89	\$ 7,458,494.91	\$ 825,351.15	\$ 2,025,822.81	\$ 2,515,554.68	\$ 1,212,508.96	\$ 518,762.49	\$ 9,268,583.27
RESTRICTED CASH																
	CUSTOMER DEPOSITS	5,337,292.87					4,573,924.59	272,849.74	479,159.66	3,500.00	2,933.88	4,925.00				
	RENEWL & REPLCMNT	13,061,292.39	589,498.80	107.38			3,852,282.70		1,976,140.92	4,611,048.86	295,546.64	660,000.00	678,224.54			398,442.55
	BOND/NOTE SINKING FUND	3,477,924.30		671,934.88	16,320.00		1,595,832.24	76,684.18	626,741.00	428,619.49	61,792.51					
	LONG TERM CARE	91,983.83										91,993.83				
	INFRASTRUCTURE DEVELOPMENT	3,387,822.64					1,979,489.49	1,408,333.15								
	SIGN GRANT & HUD SHIP	387,405.81	309,946.28	77,459.53												
	HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00		600,000.00												
	IMPACT FEES	1,275,222.13							339,757.17	935,464.96						
	OTHER RESTRICTED CASH	149,000.00														
	DEVELOPER CONTRIBUTIONS	4,386,951.04					4,270,585.30	149,000.00								
	DEVELOPER INCENTIVES	204,154.40						204,154.40								
	MAGNOLIA PROP DEBT SERV	976,320.00						976,320.00								
	COLLEGE/RADIO ROAD															
	RATE STABILIZATION	17,648,408.40					17,648,408.40									
SUBTOTAL OF RESTRICTED CASH		50,983,787.81	899,445.08	1,349,501.79	16,320.00		33,920,522.72	3,203,707.21	3,421,798.75	5,978,633.31	360,273.03	756,918.83	678,224.54			398,442.55
TOTAL POOLED CASH		\$122,751,355.30	\$ 17,340,767.16	\$ 4,666,325.31	\$ 712,587.78	\$ 61,581.53	\$ 48,553,452.84	\$ 9,084,465.51	\$ 10,334,604.64	\$ 13,437,128.22	\$ 1,185,624.18	\$ 2,782,741.64	\$ 3,193,779.22	\$ 1,212,508.96	\$ 518,762.49	\$ 9,667,025.82
NON-POOLED RESTRICTED CASH																
	BOND PROCEEDS	5,507,078.92		4,259,906.69				429,389.67	817,782.56							
	CASH WITH FISCAL AGENT	1,569,833.29			810,458.09			127,365.33	264,930.91	367,078.96						
	DEPOSITORY TRUST ACCOUNT	215,146.34						215,146.34								
	DEP-WELLS FARGO	338,536.51		338,536.51												
SUBTOTAL NON-POOLED CASH		7,630,595.06		4,598,443.20	810,458.09			771,901.34	1,082,713.47	367,078.96						
TOTAL POOLED CASH AND INVEST		\$130,381,950.36	\$17,340,767.16	\$ 9,264,768.51	\$1,523,045.87	\$61,581.53	\$48,553,452.84	\$9,856,366.85	\$11,417,318.11	\$13,804,207.18	\$1,185,624.18	\$2,782,741.64	\$3,193,779.22	\$1,212,508.96	\$518,762.49	\$9,667,025.82

INDIVIDUAL SPECIAL REVENUE FUNDS

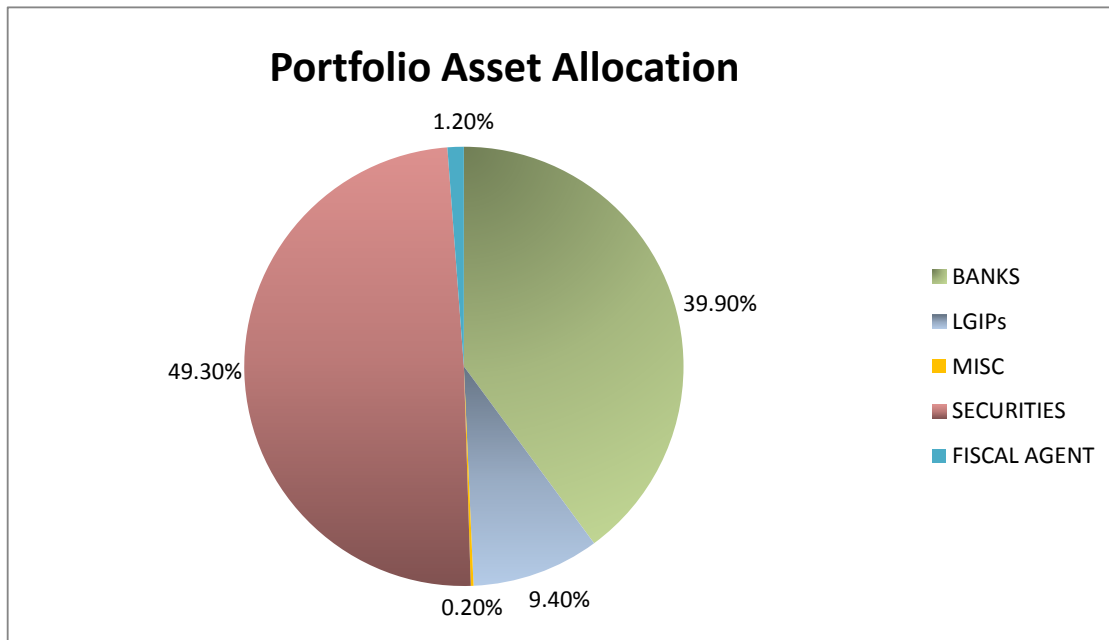
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 3,316,823.52	\$ 362,607.97	\$ 546,151.41	\$ 1,678.78	\$ 1,162,144.07	\$ 43,304.79	\$ 2,314.44	\$ 95,092.54	\$ 669,807.66	\$ 196,882.40	\$ (12,659.58)	\$ 249,499.04
RESTRICTED CASH													
	HUD SHIP PROGRAM	9,831.48	9,831.48										
	BOND/NOTE SINKING FUND	671,934.88		50,793.42	171,488.26	449,653.20							
	SIGN GRANT	67,628.05		32,000.00		35,628.05							
	RENEWAL & REPLACEMENT	107.38	107.38										
	HWY 441/27 CRA - Restricted Surplus + INTR EARNED	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,339,562.93	\$ 9,938.86	\$ 82,793.42	\$ 171,488.26	\$ 1,085,281.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 4,666,325.31	\$ 372,546.83	\$ 628,944.83	\$ 173,167.04	\$ 2,247,425.32	\$ 43,304.79	\$ 2,314.44	\$ 95,092.54	\$ 669,807.66	\$ 196,882.40	\$ (12,659.58)	\$ 249,499.04
NON-POOLED RESTRICTED CASH													
	BOND PROCEEDS	4,259,906.69			4,259,906.69								
	DEP-WELLS FARGO	338,536.51				338,536.51							
SUBTOTAL NON-POOLED CASH		\$ 4,598,443.20			4,598,443.20								
TOTAL POOLED CASH AND INVEST		\$ 9,264,768.51	\$ 372,546.83	\$ 628,944.83	\$ 4,771,610.24	\$ 2,247,425.32	\$ 43,304.79	\$ 2,314.44	\$ 95,092.54	\$ 669,807.66	\$ 196,882.40	\$ (12,659.58)	\$ 249,499.04

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 9,268,583.27	\$ 3,261,379.18	\$ 1,903,128.35	\$ 164,726.53	\$ 3,939,349.21
RESTRICTED CASH		398,442.55				398,442.55
SUBTOTAL OF RESTRICTED CASH		\$ 398,442.55	\$ -	\$ -	\$ -	\$ 398,442.55
TOTAL POOLED CASH		\$ 9,667,025.82	\$ 3,261,379.18	\$ 1,903,128.35	\$ 164,726.53	\$ 4,337,791.76
TOTAL POOLED CASH AND INVESTMENTS		\$ 9,667,025.82	\$ 3,261,379.18	\$ 1,903,128.35	\$ 164,726.53	\$ 4,337,791.76

**CITY OF LEESBURG
INVESTMENT REPORT
3/31/2016**

DESCRIPTION	BALANCE 3/31/2016
BANK OPERATING AND SAVINGS ACCOUNTS	
SunTrust Bank - Disbursement	\$16,909,725
TD Bank - Savings	29,124,376
TD Bank - CDs	6,000,000
BB & T Bank - CDs	0
	<u>\$52,034,101</u>
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	10,704,664
ST of FL SBA	1,523,204
	<u>12,227,868</u>
U S TREASURY MONEY MARKET FUND (FGU Deposit)	215,146
WELLS FARGO BANK (Carver Heights CRA)	100,002
US BANK (Fiscal Agent)	1,569,833
CHANDLER ASSET MANAGEMENT (SECURITIES)	53,210,000
PUBLIC TRUST ADVISORS (SECURITIES)	11,025,000
	<u>64,235,000</u>
TOTAL INVESTMENTS (before market adjustment)	<u>130,381,950</u>
MARKET ADJUSTMENT	<u>1,004,885</u>



City Manager Contingency Budget FY 2016**001-1221-512-9990****\$100,000**

Christmas Lights for Downtown Oak trees

001-5193-519-4625

(\$7,500)

Tree Trimming (Streets)

001-5112-541-4625

(\$1,200)

Community Building Study

001-5193-519-3110

(\$12,600)

Lakefront TV upgrade software

001-1220-512-6410

(\$18,795)

MLK Christmas Tree Rehab

001-5193-519-4625

(\$10,000)

City Manager Contingency Remaining Budget**\$49,905**